

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 6, 2024 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
 - (a) Proclaiming November 4-8, 2024 as Municipal Courts Week.
 - (b) Consider and take action on Resolution No. 2024-142, confirming Mayor Johnson's appointment of Nicole Miller as the Director of Recreation and Tourism. (Human Resources)
 - (c) Consider and take action on Resolution No. 2024-150, confirming the Mayor's appointment of Assistant Fire Chief Dennis Harris to the position of Fire Chief and the swearing in of his new position. (Human Resources)
 - (d) Promotion of a member of the Texas City Fire Department to the rank of Assistant Fire Chief.
- (5) PUBLIC COMMENTS
- (6) CONSENT AGENDA
 - (a) Approve City Commission Minutes for the October 16, 2024 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2024-140, the reappointment of Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles. (Municipal Court)
- (c) Consider and take action on Resolution No. 2024-141, authorizing the submission of the attached Ballot in the 2025 Board Election for Galveston Central Appraisal District. (City Secretary)
- (d) Consider and take action on Resolution No. 2024-143, authorizing the replacement of three air conditioning units in the Moore Memorial Library. (Library)
- (e) Consider and take action on Resolution No. 2024-144, authorizing the purchase of a new 2024 Ford Maverick for the Building Inspections Department through HGAC Contract No. AM10-23. (Public Works)
- (f) Consider and take on Resolution No. 2024-145, authorizing the purchase of a new Hydro-Excavation Truck through HGAC Contract No. HT06-20. (Public Works)
- (g) Consider and take action on Resolution No. 2024-146, rejecting all bids received for Bid No. 2024-461 Sheet Pile Replacement Project for Pump Stations A & B. (Public Works)
- (h) Consider and take action on Resolution No. 2024-147, authorizing the payment of The City of Texas City's Texas Commission Environmental Quality (TCEQ) Water System Fee for an amount not to exceed \$65,000.00. (Public Works)
- (i) Consider and take action on Resolution No. 2024-148, appointing Angela Moreno to the Library Board. (City Secretary)
- (j) Consider and take action on Resolution No. 2024-149, approving the updated City of Texas City's Social Media policy. (Communications)
- (k) Consider and take action on Resolution No. 2024-151, approving the purchase of a new fuel system to replace the existing 40-year-old system at Pump Station B. (Public Works)
- (l) Consider and take action on Resolution No. 2024-152, approval regarding the Master Plan for Marlow Lake North Subdivision. (City Engineer)
- (m) Consider and take action on Resolution No. 2024-153, awarding a contract to LAN, Inc. for the development of the City's Hazard Mitigation Plan. (Grants Administration)
- (n) Consider and take action on Resolution No. 2024-154, updating the designated authorized signatories for contractual and financial documents for GLO state contracts. (Grants Administration)

- (o) Consider and take action on Resolution No. 2024-155, authorizing the purchase of twelve fleet vehicles for the Police Department from Silsbee Ford through TIPS USA210907. (Police)
- (p) Consider and take action on Resolution No. 2024-156, authorizing the purchase of four vehicles for Administration from Silsbee Ford through TIPS USA210907. (Finance)

(7) REGULAR ITEMS

- (a) Consider and take action on the second reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)
- (b) Consider and take action on the first reading of Ordinance No. 2024-27, amending the Texas City Code of Ordinance Title III entitled "Administration," Chapter 37, adding Section 16 - Signatures and seals: electronic, digital, and facsimile. (City Secretary)

(8) COMMISSIONERS' COMMENTS

(9) MAYOR'S COMMENTS

(10) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 1, 2024, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 11/06/2024

Resolution No. 2024-142, confirming Mayor Johnson's appointment of Nicole Miller as the Director of Recreation and Tourism.

Submitted For: Jennifer Price, Human Resources

Submitted By: Jennifer Price, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-1XX, confirming Mayor Johnson's appointment of Nicole Miller as the Director of Recreation and Tourism.

BACKGROUND (Brief Summary)

Nicole Miller has worked for the City of Texas City for 17 years and is an experienced Recreation and Tourism professional with over 15 years' experience managing recreational services and facilities, event planning, budget administration, and staff leadership. Mrs. Miller graduated with her Bachelors of Science Degree in Recreation, Park, and Tourism Science from Texas A&M University in College Station, Texas. After graduating, she spent some time as a Recreation Management Intern for the City of Missouri City before joining the City of Texas City as the Reservations Coordinator in the Recreation and Tourism Department in 2007. In October 2017, Nicole was promoted to Recreation Superintendent which was a newly created position she excelled at. In that role, she worked closely with, and was mentored by previous Director Dennis J. Harris.

In September 2024, applications for the Director of Recreation and Tourism were reviewed and a panel of Staff and Directors interviewed the top five candidates. Nicole had an excellent interview and became a finalist to interview with the Mayor.

RECOMMENDATION

Nicole Miller has worked for the City of Texas City for 17 years and is an experienced Recreation and Tourism professional with over 15 years' experience managing recreational services and facilities, event planning, budget administration, and staff leadership. Nicole is ambitious, tenacious, and motivated to lead the department forward. Staff recommends the City Commission confirm Mayor Johnson's appointment of Nicole Miller as the Director of Recreation and Tourism.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-142

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF THE DIRECTOR OF PARKS, RECREATION AND TOURISM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Mayor Dedrick D. Johnson, Sr., the chief executive of the City of Texas City, has chosen Nicole Miller to appoint to the position of Director of Parks, Recreation, and Tourism; and

WHEREAS, the City Commission of the City of Texas City deems it in the best interest of the City of Texas City to confirm the appointment of the Director of Recreation and Tourism.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: The City Commission hereby confirms the appointment of Nicole Miller as Director of Parks, Recreation, and Tourism for the City of Texas City.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(4) (c)

Meeting Date: 11/06/2024

Fire Chief

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Dennis Harris, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on Resolution No. 2024-150, confirming the Mayor's appointment of Assistant Fire Chief Dennis Harris to the position of Fire Chief.

BACKGROUND (Brief Summary)

Fire Chief David Zacherl has retired after 36 years of service with the City. Assistant Chief Harris has demonstrated exemplary leadership, dedication, and service in fulfilling the duties and responsibilities of Assistant Fire Chief, consistently advancing the mission and goals of the Fire Department. The Fire Department and its personnel will benefit greatly from Assistant Chief Harris's strategic vision, commitment to excellence, and ability to inspire and lead the department in meeting future challenges.

Assistant Chief Harris honorably served in the United States Navy from 1990 to 1998 with notable emergency responses in "**The Gulf War**" (Firefighting, Ground Support and Damage Control Operations), **Mount Pinatubo Volcano Eruption in the Philippines: 1991** (Evacuation Team), and the Battle of **Mogadishu, "Blackhawk Down" 1993**.

Assistant Chief Harris is a member of Phi Theta Kappa International College Honor Society and was the Valedictorian of COM Law Enforcement Academy 2007, where he also received the Law Enforcement Academy leadership award. Assistant Chief Harris was named Firefighter of the year Texas City Fire Department in 2008. Assistant Chief Harris recently completed a leadership, ethics and accountability course at Harvard Business School and always strives to improve leadership, ethics and accountability within the Department. Assistant Chief Harris holds a Master Peace Officer license, Master Structural Firefighter license, Master Fire Investigator license, Master Arson Investigator license, Master Fire Inspector license, Pro Board Plans Examiner license, Instructor II license, Fire Officer II Certification, State Certification for Texas Commission on Fire Protection Fire Marshal, Environmental Law Enforcement license, and completed the Oklahoma State University Fire Protection Technology 4 year Certificate Program.

Assistant Chief Harris authored the City's first Developers Handbook and has written numerous City ordinances as well. Assistant Chief Harris is in his 23rd year of service and has not called in sick one single time, not even during COVID. He has worked thousands of hours volunteering in the community and his dedication, commitment and contributions to the City are immense.

RECOMMENDATION

It is my honor to recommend Assistant Fire Chief Dennis Harris for promotion to the role of Fire Chief. He has consistently demonstrated the ability to inspire confidence, build effective teams, and foster a culture of accountability and professionalism. In addition to an exceptional work ethic, Assistant Chief Harris brings a strategic vision and collaborative spirit that will be invaluable as we continue to grow and adapt to meet community needs.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-150

A RESOLUTION CONFIRMING THE MAYOR’S APPOINTMENT OF THE FIRE CHIEF, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AN EMPLOYMENT AGREEMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, in accordance with the Charter of the City of Texas City and Section 143.013 of the Texas Local Government Code, the Fire Chief is appointed by the municipality’s chief executive and confirmed by the municipality’s governing body;

WHEREAS, Mayor Dedrick D. Johnson, Sr., the chief executive of the City of Texas City, has chosen Asst. Fire Chief Dennis Harris to be appointed to the position of Fire Chief; and

WHEREAS, the City Commission of the City of Texas City deems it in the best interest of the City of Texas City to confirm the appointment of the Fire Chief.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission hereby confirms the appointment of Dennis Harris as Fire Chief for the City of Texas City.

SECTION 2: That the Mayor is hereby authorized to negotiate and enter into an employment agreement with the Fire Chief.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 11/06/2024

Submitted By: Renee Edgar, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the October 16, 2024 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

October 16, 2024 Minutes

DRAFT

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, OCTOBER 16, 2024 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, OCTOBER 16, 2024, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Mayor Dedrick D. Johnson
Commissioner At-Large, Mayor Pro Tem Thelma Bowie
Commissioner At-Large Abel Garza, Jr.
Commissioner District 1 DeAndre' Knoxson
Commissioner District 2 Keith Love
Commissioner District 3 Chris Sharp
Commissioner District 4 Jami Clark

2. INVOCATION

Led by Jon Branson, Executive Director of Management of Services.

3. PLEDGE OF ALLEGIANCE

Led by Dedrick D. Johnson, Mayor.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Frederick Posada	Public Works	10/05/2009	15 years
Salvador Chapa	Police	10/06/2004	20 years
Jerry Solomon	Sewer	10/02/1989	35 years

Retirement

Dennis J. Harris	Parks & Recreation	12 1/2 years
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Dedrick D. Johnson, Mayor, presented the employees listed with their service awards. The Mayor also recognized Dennis J. Harris for his years of service as the Director of Recreation and Tourism, and congratulated him on his retirement.

b. Certificate of Recognition to Higher Up Texas, Inc.

c. Proclaiming October as National Physical Therapy Month

Mayor Dedrick D. Johnson, presented Sharon Deshotel, HCA, with the proclamation for National Physical Therapy Month.

5. PUBLIC COMMENTS

There were none.

6. CONSENT AGENDA

Commissioner Commissioner At-Large, Mayor Pro Tem, Thelma Bowie made a motion to approve Consent Agenda items a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, and, t. The motion was seconded by Commissioner District 3, Chris Sharp.

- a. Approve City Commission Minutes for the October 2, 2024 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution 2024-120, authorizing the Mayor to appoint an official fire department physician and authorizing annual medical physicals for all sworn firefighters. (Fire Department)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2024-121, approving a request by the fire department to utilize Siddons Martin Emergency Group for maintenance and repair services for fire apparatus through an HGAC Contract. (Fire Department)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2024-122, authorizing the purchase of three trucks for the Parks Division of the Parks, Recreation and Tourism Department through Buy Board, a purchasing cooperative. (Rec & Tour)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2024-123, authorizing the purchase of a Caterpillar 420-4ECA Backhoe for the Utilities Department through Sourcewell, a purchasing cooperative. (Public Works)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2024-124, authorizing a request by the Fire Department to utilize Frazer LTD for maintenance and repair services for medic units through an HGAC Contract. (Fire Department)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2024-125, authorizing the purchase of one (1) Exmark Lazer Z Diesel 43.5 HP YANMAR Mower through OMNIA PARTNERS, a Public Sector Purchasing Cooperative, from League City Outdoor Power Equipment. (Parks, Rec & Tour)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2024-126, consenting Binnacle Texas City 51, LLC and the GCMAD 79 request of the City to annex a 19.35-acre tract being Brookwater Subdivision Sections 1A and 1B into the D. (City Engineer)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2024-127, affirming the Independent Contractor Agreement between the City of Texas City and Douglas Kneupper, P.E. (former City Engineer) to provide consulting services as needed in support of the Engineering & Planning Department. (City Engineer)

Vote: 7 - 0 CARRIED

- j. Consider and take action on Resolution No. 2024-128, approving valve repairs and upgrades to the City's SCADA system. (Public Works - Utilities)

Vote: 7 - 0 CARRIED

- k. Consider and take action on Resolution No. 2024-129, approving an offer to purchase tax-foreclosed property described as Lots Six (6) and Seven (7), Texas City Second Division, known commonly as vacant lots located at 920 2nd Avenue South, by the Texas City Economic Development Corporation and authorizing the Mayor to execute a Trustee's Deed conveying title to said property as further described in the attached Trustee's Deed. (Management Services)

Vote: 7 - 0 CARRIED

- l. Consider and take action on Resolution No. 2024-130, approving the Waste Water Treatment Plant's Annual Sludge Disposal Contract. (Public Works- Utilities)

Vote: 7 - 0 CARRIED

- m. Consider and take action on Resolution No. 2024-131, authorizing the Mayor to extend the agreement with Public Consultant Group to provide assistance to the Fire Department for the FY2024 Ambulance Supplemental Pay Program participation. (Fire Department)

Vote: 7 - 0 CARRIED

- n. Consider and take action on Resolution No. 2024-132, approving Joiner Architects to perform Architectural Design Services for an approximate 5900 sq/ft expansion of the existing Fire Department Administration Building. (Public Works)

Vote: 7 - 0 CARRIED

- o. Consider and take action on Resolution No. 2024-133, authorizing the purchase of a John Deere 335 P Compact Track Loader to replace existing equipment from Shoppa's Farm Supply through CCE, a Sourcewell Program. (Public Works-Street & Bridge)

Vote: 7 - 0 CARRIED

- p. Consider and take action on Resolution No. 2024-134, authorizing the purchase of a Develon DX 190W-7 (US50) Package Wheel Excavator to replace an existing piece of equipment from R.B. Everett & Company through BuyBoard, a purchasing cooperative. (Public Works-Street & Bridge)

Vote: 7 - 0 CARRIED

- q. Consider and take action on Resolution No. 2024-135, authorizing the purchase of a Ford F250 Crew Cab to replace existing equipment from Chastang Ford through BuyBoard, a purchasing cooperative. (Public Works-Street & Bridge)

Vote: 7 - 0 CARRIED

- r. Consider and take action on Resolution No. 2024-136, authorizing the purchase of a new Ford F550 Flatbed with Trailer to replace existing equipment from Chastang Ford through BuyBoard, a local purchasing cooperative. (Public Works-Street & Bridge)

Vote: 7 - 0 CARRIED

- s. Consider and take action on Resolution No. 2024-137, authorizing the purchase of an International Tandem Axle Dump Truck to replace existing equipment from Santex Truck Centers, LTD through HGAC Buy, a purchasing cooperative. (Public Works-Street & Bridge)

Vote: 7 - 0 CARRIED

- t. Consider and take action on Resolution No. 2024-138, authorizing the submission of a 2025 Catalytic Converter Grant to the Motor Vehicle Crime Prevention Authority on behalf of TCPD. (Mayor's Office- Grant's Administration)

Vote: 7 - 0 CARRIED

- u. Consider and take action on Resolution No. 2024-139, accepting a proposal from InVeris Training Solutions for the Retrofit of the Texas City Police Department indoor shooting range. (Police)

This item was pulled by the City Secretary and will be placed on a future Agenda.

7. REGULAR ITEMS

- a. Consider and take action on the third and final reading of Ordinance No. 2024-023 for recommended speed zones for Loop 197 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Kim Golden, City Engineer, stated upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.), the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

- b. Consider and take action on the third and final reading of Ordinance No. 2024-24 for recommended speed zones for FM 3436 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Kim Golden, City Engineer, stated upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large Abel Garza, Jr.

Vote: 7 - 0 CARRIED

- c. Consider and take action on the first reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

Kim Golden, City Engineer, stated upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 4 Jami Clark

Vote: 7 - 0 CARRIED

8. EXECUTIVE (CLOSED) SESSION

- a. Convene for Executive (Closed) Session pursuant to the Texas Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:

§551.087. Deliberation Regarding Economic Development Negotiations: (1)

9. RECONVENE FROM EXECUTIVE (CLOSED) SESSION

Reconvened from Executive Session at 5:36 p.m.

- a. Consideration and possible action on Resolution No. 2024-140, to take all necessary actions deriving from Executive Session.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner At-Large, Mayor Pro Tem
Thelma Bowie

Vote: 7 - 0 CARRIED

10. COMMISSIONERS' COMMENTS

11. MAYOR'S COMMENTS

An audiovisual recording of this meeting is available on the City's website and retained by the CSO for two years after the date of the adaption of the minutes to which the meeting corresponds.

12. ADJOURNMENT

Having no further business, Commissioner At-Large, Abel Garza, Jr. made a MOTION to ADJOURN at 5:43 p.m.; the motion was SECONDED by Commissioner District 1 DeAndre' Knoxson. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 11/06/2024

Reappointment of Municipal Court Judges

Submitted For: Tammy Odom, Municipal Court **Submitted By:** Tammy Odom, Municipal Court

Department: Municipal Court

Information

ACTION REQUEST

Consider and take action on the reappointment of Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles.

BACKGROUND (Brief Summary)

The court shall be presided over by a judge who shall be known as the municipal judge. The municipal judge shall be appointed every two (2) years by a majority vote of all members of the city commission. The municipal judge shall hold office at the pleasure of the city commission. The municipal judge shall receive such compensation as shall be prescribed by the city commission in conformity with the provisions of this Charter.

RECOMMENDATION

It is our recommendation that Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles be reappointed to serve as judges for the Texas City Municipal Court of Record.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2024-140

A RESOLUTION APPOINTING MUNICIPAL JUDGES AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, *Article X, Section 2*, of the City Charter of the City of Texas City requires that a Municipal Court shall be presided over by a judge who shall be known as the Municipal Judge; and

WHEREAS, the current Municipal Judges terms expired; and

WHEREAS, the Municipal Judges shall be appointed by a majority vote of the City Commission of the City of Texas City, Texas; and

WHEREAS, the City Commission deems it in the best interest of the City of Texas City to appoint Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles for two-year terms ending October 21, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints Presiding Judge Charles Dunkel and Associate Judges Donnie Quintanilla and Katy Marie Lyles for two-year terms ending October 21, 2026.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 11/06/2024

2025 Board Election Ballot- Galveston Central Appraisal District

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

That the City of Texas City submit the attached Ballot in the 2025 Board Election for Galveston Central Appraisal District.

BACKGROUND (Brief Summary)

The City of Texas City is eligible to cast 221 votes in the 2025 Board of Directors Election for the Galveston Central Appraisal District. The Galveston Central Appraisal District Board is made of five (5) appointed members. All votes may be cast for one (1) candidate or distributed among the candidates listed on the ballot.

Please note that all Ballots and Resolutions must be submitted to the office of the appraisal district before December 15th, 2024. According to the Property Tax Code, any ballots turned in on or after that date will have not been received in a timely manner.

RECOMMENDATION

That the City of Texas City submits the attached ballot in the 2025 Board Election for the Galveston Central Appraisal District.

Fiscal Impact

Attachments

Ballot

Resolution

Exhibit A



Chief Appraiser, Krystal L. McKinney RPA, CCA

2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast: 221	Voting Unit: City of Texas City
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CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	
Walker, Patricia	

◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT

□ DEADLINE: *before December 15th, 2024*

RESOLUTION NO. 2024-141

A RESOLUTION CASTING THE CITY OF TEXAS CITY'S 221 VOTES TO NOMINATE ROBIN COLLINS, MATT DOYLE, AND DONALD GARTMAN AS CANDIDATES TO SERVE ON THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this is election year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five (5) member who serve two (2) year terms; and

WHEREAS, the City of Texas City is a voting unit entitled to vote for up to five (5) candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and,

WHEREAS, the City Commission of the City of Texas City, Texas, nominates Robin Collins, Matt Doyle, and Donald Gartman as the candidates for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors of the Galveston Central Appraisal District is requesting that the City Commission of the City of Texas City, Texas, cast its votes for the nominated candidates by written Resolution to the Chief Appraiser before December 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: The City Commission of the City of Texas City, Texas, is hereby casting its 221 votes to nominate Robin Collins, Matt Doyle, and Donald Gartman, the elected candidates to serve on the Board of Directors for the Galveston Central Appraisal District as attached by the Ballot labeled as "**Exhibit A**" and made a part hereto and hereof.

SECTION 2: That the number of votes cast for the candidate(s), as exhibited in the attached ballot, be submitted by the City of Texas City to the Galveston Central Appraisal District.

SECTION 3: That the City Commission of the City of Texas City, Texas, hereby directs the City Secretary to submit a certified and true copy of this Resolution to the Chief Appraiser of the Galveston Central Appraisal District before December 15, 2024.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

ASSESSED AND ADOPTED this 6th day of November 2024.

-

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Chief Appraiser, Krystal L. McKinney RPA, CCA

October 17, 2024

To All Presiding Officers
CC: City Secretaries, ISD & College Board Presidents:

To whom it may concern,

Enclosed is the ballot for the selection of (5) five appointed Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution **before *December 15th, 2024.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Krystal L. McKinney".

Krystal L. McKinney
Chief Appraiser

KLM:ldff

*Ballot & Resolutions enclosed in Presiding Officers or Superintendent letters



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2025

Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast: (# of Votes)	Voting Unit: (Entity)
--	------------------------------

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Johnson, Cheryl E.	
Tressler, Chad	
Walker, Patricia	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2024*

A RESOLUTION OF

«Voting Entity»

VOTING IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS
OF THE
GALVESTON CENTRAL APPRAISAL DISTRICT
2025

RESOLUTION No. _____

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of nine total members including five appointed members who serve staggered terms, beginning January 1, 2025, in addition there are three elected members, and the Tax-Assessor Collector is an ex-officio member.

WHEREAS, The «Voting Entity» is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDING BODY OF THIS VOTING UNIT, THAT:

The number of votes cast for the candidate(s), as exhibited in the attached ballot, is submitted by the «Voting Entity» to the Galveston Central Appraisal District.

PASSED AND APPROVED by «VotingEntity»,
This _____ day of _____, 2024.

Presiding Officer

ATTEST:

Signature and Title

2025 BOD Election Voting Allocation Sheet

ENTITIES	2023 Levy	Levy/TTL Levy	1,000	x5	Total of Votes
Galveston ISD	\$110,913,591	12.895%	128.95187	644.75935	645
Dickinson ISD	\$73,910,645	8.593%	85.931	429.655	430
Friendswood ISD	\$47,084,457.58	5.474%	54.741973	273.70987	275
High Island ISD	\$3,828,532	0.445%	4.45118	22.2559	22
Hitchcock ISD	\$13,964,370	1.624%	16.235446	81.17723	81
Clear Creek ISD	\$99,798,137.42	11.603%	116.02867	580.14335	580
Santa Fe ISD	\$21,225,358.00	2.468%	24.677315	123.38657	123
Texas City ISD	\$74,299,295.40	8.638%	86.382858	431.91429	432
City of Galveston	\$47,097,779	5.476%	54.757461	273.78731	275
City of Texas City	\$38,112,721	4.431%	44.311131	221.55565	221
City of La Marque	\$7,574,375	0.881%	8.806223	44.031115	45
City of Hitchcock	\$3,730,921	0.434%	4.3376942	21.688471	21
City of Jamaica Beach	\$965,438	0.112%	1.1224507	5.6122534	5
City of Dickinson	\$6,375,286	0.741%	7.4121218	37.060609	35
City of Friendswood	\$21,226,345	2.468%	24.678462	123.39231	123
City of Kemah	\$1,049,428	0.122%	1.2201003	6.1005014	6
City of League City	\$49,805,407	5.791%	57.90544	289.5272	290
City of Santa Fe	\$3,206,927	0.373%	3.7284811	18.642406	19
Village of Tiki Island	\$2,727,469	0.317%	3.1710471	15.855236	16
City of Bayou Vista	\$1,332,317	0.155%	1.5489965	7.7449827	8
Galveston County Road and Flood	\$3,823,203	0.444%	4.4449843	22.224922	22
GALVESTON COUNTY	\$161,754,342	18.806%	188.06104	940.30518	940
Galveston College	\$18,210,830	2.117%	21.172523	105.86262	106
College of the Mainland	\$48,099,019	5.592%	55.921536	279.60768	280
Total Levy Amount Voting Entities:	\$860,116,193.40	100.00%	1000	X5	5000
Formula: 2023 Voting Districts Levy/ Grand Total All Voting Levy		%	X1000	X5	equals # of Votes

Total votes to be elected: 834

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 11/06/2024

Replacement of three air conditioning units in the library

Submitted For: Cheryl Loewen, Library

Submitted By: Cheryl Loewen, Library

Department: Library

Information

ACTION REQUEST

Consider approving the replacement of three old air conditioning units in the library.

BACKGROUND (Brief Summary)

There are three very old air conditioning units in the library that are in need of replacement. The library director discussed this with the Mayor at a budget meeting in June, and the funds for these units were included in the library budget for FY 2025. The company, Gowan-Garrett Inc., has a cooperative purchasing agreement (Choice Partners contract #22/049MF-10) and has done considerable work for the City of Texas City.

RECOMMENDATION

I recommend that all three of the aging air conditioning units are replaced.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$51,299.00

Source of Funds: FY 2025 library budget

Account #: 101402-53540

Fiscal Impact:

Attachments

5-ton WSHP quote

8 ton WSHP quote

8 ton WSHP quote - second unit

Resolution



GOWAN-GARRETT INC. (AN EMCOR CO.)
MECHANICAL | PLUMBING

Gowan, Inc.
Nfize1@gowaninc.com
5550 Airline Dr.
Houston, TX 77076-4998
Cell: 713-542-6426
Office: 713-696-5404
Fax: 713.237.9208
TACLA17399C, MPL 37572

Date: October 9, 2024

TO: City of Texas City
Moore Memorial Library
1701 9th Ave N
Texas City, Texas 77590

Quote 12282

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: 5 ton WSHP replacement

Gowan will supply the labor, tools, equipment and supervision to replace one 5 ton 460v water source heat pump with new SS hoses in attic space of library. Quote based on shut off valves holding pressure. Please feel free to reach out to me if you have any questions

Scope:

1. Pick up unit and material lift
2. Disconnect electrical, ductwork and piping
3. Setup 2 material lifts in flower bed for unit removal
4. Remove old R22 unit from eave attic space
5. Install new unit
6. Reconnect existing electrical and ductwork
7. Install new 2ft stainless steel hoses
8. Start unit and check operation
9. Clean up work area.
10. Dispose of old unit per EPA regulations

Base Price: \$11,791.00 Plus tax if applicable

NOTES:

Exclusions
(if checked)

- Insulation beyond point listed
- Detail Construction Drawings
- Patching, Painting, & Signage
- Electrical
- Any work not outlined above
- Other, Overtime Labor

With the signature below we hereby authorize **Gowan, Inc.** to proceed with the above described work.
The price is firm and will remain in effect for 10 days

GOWAN/GARRETT

Nathan Fizel

TITLE: _____

Nathan Fizel
Account manager

This proposal is "Regulated by The Texas Department of Licensing and Regulation", P. O. Box 12157, Austin, Texas 78711,
1.800.803.9202, 512.463.6599,

Gowan, Inc.

Payment Terms and Conditions of Sale

1. **PAYMENT AND TAXES**-Payment shall be made 45 days from date of invoice. Gowan reserves the right to require cash payment or other alternative method of payment prior to completion of work if Gowan determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 45 days payment term, in addition to the Agreement price, the Customer shall pay Gowan any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**- All services performed under this Agreement including major repairs to be provided during Gowan's normal working hours unless otherwise agreed.
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4. **EXCLUSIONS**- Gowan is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Gowan is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/ electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew or bacteria, damage caused by power reductions or failures or any other cause beyond Gowan's control.

Gowan is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. In the event that Gowan encounters any asbestos product or any hazardous material in the course of performing its work, Gowan may suspend its work and remove its employees from the project until such product or material, and any hazards connected with it, are abated. Gowan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Gowan shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Gowan, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Gowan shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**-Gowan warrants that all service provided under this Agreement shall be performed in a workmanlike manor. Gowan also warrants all Gowan parts or components supplied hereunder to be free from defects in materials and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Gowan shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Gowan shall not be liable for repairs required as a consequence of faulty installation by persons other than Gowan, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Gowan. Any claim for defective workmanship must be provided to Gowan in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Gowan's obligations to repair, replace or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, Gowan may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Gowan. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- Customer shall:
 - ❖ Provide safe and reasonable equipment access and a safe work environment
 - ❖ Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical, service and local telephone service.
 - ❖ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - ❖ Provide adequate water treatment.
 - ❖ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - ❖ Where Gowan's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - ❖ Operate the equipment properly and in accordance with instructions.
 - ❖ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION and RECOMMENDED SERVICE**- Upon the initial scheduled operating and/ or initial stop inspection, should Gowan determine the need for repairs or replacement, Gowan will provide Customer in writing an equipment condition report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event that Gowan recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely

fashion, Gowan shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Gowan at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. CUSTOMER TERMINATION- Customer shall have the right to terminate this Agreement for Gowan's non-performance provided Gowan fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Gowan shall have free access to enter Customer locations to disconnect and remove any Gowan personal proprietary property or devices as well as remove any and all Gowan-owned parts, tools and personal property. Additionally, Customer agrees to pay Gowan for all incurred but unamortized service costs performed by Gowan including overheads and a reasonable profit.
11. GOWAN TERMINATION- Gowan reserves the right to discontinue its service at any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Gowan.
12. LIMITATION OF LIABILITY- Under no circumstances shall Gowan be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Gowan shall be liable for damage to property other than the equipment provided under this Agreement, and to persons, to the extent that Gowan's negligent acts or omissions directly contributed to such injury or property damage. Gowan's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Gowan under this Agreement.
13. WASTE DISPOSAL- Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. CLAIMS- Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise shall be brought within one (1) year from the date the claim arose.
15. GOVERNMENT PROCUREMENTS- Gowan offers standard Commercial items that may not comply with Government specifications. Gowan does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR part 12. In no event shall Gowan provide any Cost or Pricing data in connection with this Agreement or subsequent modifications.
16. SUPERSEDEURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Gowan's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.



GOWAN-GARRETT INC. (AN EMCOR CO.)
MECHANICAL | PLUMBING

Gowan, Inc.
Nfize1@gowaninc.com
5550 Airline Dr.
Houston, TX 77076-4998
Cell: 713-542-6426
Office: 713-696-5404
Fax: 713.237.9208
TACLA17399C, MPL 37572

Date: October 9, 2024

TO: City of Texas City
Moore Memorial Library
1701 9th Ave N
Texas City, Texas 77590

Quote 12701

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: 8 ton WSHP replacement # 3

Gowan will supply the labor, tools, equipment and supervision to replace one 8 ton 460v water source heat pump with new SS hoses in attic space of library. Quote based on shut off valves holding pressure. Please feel free to reach out to me if you have any questions

Scope:

1. Pick up unit and 2 material lifts (600# unit weight)
2. Disconnect electrical, ductwork and piping
3. Setup 2 material lifts in flower bed for unit removal
4. Remove old R22 unit from eave attic space
5. Install new unit
6. Reconnect existing electrical and ductwork
7. Install new 2ft stainless steel hoses
8. Start unit and check operation
9. Clean up work area.
10. Dispose of old unit per EPA regulations

Base Price: \$19,754.00 Plus tax if applicable

NOTES: Climate Master unit

Exclusions
(if checked)

- Insulation beyond point listed
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With the signature below we hereby authorize **Gowan, Inc.** to proceed with the above described work.
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GOWAN/GARRETT

Nathan Fizel

TITLE: _____

Nathan Fizel
Account manager

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GOWAN-GARRETT INC. (AN EMCOR CO.)
MECHANICAL | PLUMBING

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5550 Airline Dr.
Houston, TX 77076-4998
Cell: 713-542-6426
Office: 713-696-5404
Fax: 713.237.9208
TACLA17399C, MPL 37572

Date: October 9, 2024

TO: City of Texas City
Moore Memorial Library
1701 9th Ave N
Texas City, Texas 77590

Quote 12702

ATTENTION: Richard Chacon

Choice Partners 22/049MF-10

RE: 8 ton WSHP replacement # 4

Gowan will supply the labor, tools, equipment and supervision to replace one 8 ton 460v water source heat pump with new SS hoses in attic space of library. Quote based on shut off valves holding pressure. Please feel free to reach out to me if you have any questions

Scope:

1. Pick up unit and 2 material lifts (600# unit weight)
2. Disconnect electrical, ductwork and piping
3. Setup 2 material lifts in flower bed for unit removal
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9. Clean up work area.
10. Dispose of old unit per EPA regulations

Base Price: \$19,754.00 Plus tax if applicable

NOTES: Climate Master unit

Exclusions
(if checked)

- Insulation beyond point listed
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Nathan Fizel

TITLE: _____

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Account manager

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4. **EXCLUSIONS**- Gowan is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Gowan is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/ electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew or bacteria, damage caused by power reductions or failures or any other cause beyond Gowan's control.

Gowan is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances or mold, fungi, mildew or bacteria. In the event that Gowan encounters any asbestos product or any hazardous material in the course of performing its work, Gowan may suspend its work and remove its employees from the project until such product or material, and any hazards connected with it, are abated. Gowan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Gowan shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Gowan, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Gowan shall not be required to repair or replace equipment that has not been properly maintained.

5. **WARRANTY**-Gowan warrants that all service provided under this Agreement shall be performed in a workmanlike manor. Gowan also warrants all Gowan parts or components supplied hereunder to be free from defects in materials and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Gowan shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Gowan shall not be liable for repairs required as a consequence of faulty installation by persons other than Gowan, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Gowan. Any claim for defective workmanship must be provided to Gowan in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Gowan's obligations to repair, replace or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**- During the term of this Agreement and in combination with certain services, Gowan may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Gowan. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**- Customer shall:
 - ❖ Provide safe and reasonable equipment access and a safe work environment
 - ❖ Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical, service and local telephone service.
 - ❖ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - ❖ Provide adequate water treatment.
 - ❖ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - ❖ Where Gowan's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - ❖ Operate the equipment properly and in accordance with instructions.
 - ❖ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
9. **EQUIPMENT CONDITION and RECOMMENDED SERVICE**- Upon the initial scheduled operating and/ or initial stop inspection, should Gowan determine the need for repairs or replacement, Gowan will provide Customer in writing an equipment condition report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event that Gowan recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely

fashion, Gowan shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Gowan at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. CUSTOMER TERMINATION- Customer shall have the right to terminate this Agreement for Gowan's non-performance provided Gowan fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Gowan shall have free access to enter Customer locations to disconnect and remove any Gowan personal proprietary property or devices as well as remove any and all Gowan-owned parts, tools and personal property. Additionally, Customer agrees to pay Gowan for all incurred but unamortized service costs performed by Gowan including overheads and a reasonable profit.
11. GOWAN TERMINATION- Gowan reserves the right to discontinue its service at any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Gowan.
12. LIMITATION OF LIABILITY- Under no circumstances shall Gowan be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Gowan shall be liable for damage to property other than the equipment provided under this Agreement, and to persons, to the extent that Gowan's negligent acts or omissions directly contributed to such injury or property damage. Gowan's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Gowan under this Agreement.
13. WASTE DISPOSAL- Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. CLAIMS- Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise shall be brought within one (1) year from the date the claim arose.
15. GOVERNMENT PROCUREMENTS- Gowan offers standard Commercial items that may not comply with Government specifications. Gowan does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR part 12. In no event shall Gowan provide any Cost or Pricing data in connection with this Agreement or subsequent modifications.
16. SUPERSEDEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Gowan's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

RESOLUTION NO. 2024-143

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH GOWAN-GARRETT INC FOR AIR CONDITIONING REPLACEMENT FOR THE TEXAS CITY LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Library requests the approval of a service agreement proposal from Gowan-Garrett Inc., through Choice Partners Contract No. 22/049MF-10, for the replacement of three (3) air conditioning units; and

WHEREAS, funds for this purchase are in the City’s 2024/2025 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves a service agreement proposal from Gowan-Garrett Inc., through Choice Partners Contract No. 22/049MF-10, for air conditioning services for a total price of \$51,299.00, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to execute any documentation necessary for the air conditioning services.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 11/06/2024

Purchase of new 2024 Ford Maverick for Building Inspections Department

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Requesting Commission Approval for the Purchase of a new 2024 Ford Maverick for the Building Inspections Department through HGAC Contract No. AM10-23. Purchase price of the vehicle is \$26,415.00 and will be funded through Account No. 602203-55020. For detailed information on vehicle pricing and specs, please see EXHIBIT A.

BACKGROUND (Brief Summary)

Vehicle purchase is necessary for a new inspector hired by the Inspection Department.

RECOMMENDATION

It is the Inspection Department's recommendation for the Mayor and City Commission to approve the purchase of this vehicle.

Fiscal Impact

Attachments

Resolution
EXHIBIT A

RESOLUTION NO. 2024-144

A RESOLUTION APPROVING THE PURCHASE OF A FORD MAVERICK FOR THE BUILDING/INSPECTIONS DEPARTMENT THROUGH HGAC CONTRACT NO. AM10-23; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Building/ Inspections Department requests approval for the purchase of a Ford Maverick for the use of an Inspector in the Building/ Inspection Department; and

WHEREAS, the purchase of the vehicle is covered in the FY25 Adopted Budget in the amount of \$26,415.00. The price of the vehicle was provided by HGAC Contract No. AM10-23.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a Ford Maverick for a total price, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Prepared by: Ed Miller

10/11/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8A	Base Vehicle Price (W8A)	\$23,920.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Engine: 2.0L EcoBoost - Transmission: 8-Speed Automatic - 3.63 Axle Ratio - GVWR: 5,080 lbs - Tires: P225/65R17 A/S BSW - Wheels: 17" Steel w/Sparkle Silver Painted Cover - Front Cloth Bucket Seats Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin. - Radio: AM/FM Stereo w/6 Speakers Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.	N/C
Powertrain		
999	Engine: 2.0L EcoBoost	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.63 Axle Ratio	Included
STDGV	GVWR: 5,080 lbs	Included
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Seats & Seat Trim		
9	Front Cloth Bucket Seats <i>Includes manual 6-way adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i>	Included

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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10/11/2024

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2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

As Configured Vehicle (cont'd)

Code	Description	MSRP
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes 2 front USB ports - 1 type A and 1 type C, 8" center stack screen with standard Bluetooth connectivity for Apple CarPlay and Android Auto.</i>	Included

Emissions

425	50-State Emissions System	STD
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Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

9W_02	Black Onyx w/Front Cloth Bucket Seats	N/C
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Upfit Options

HGAC2	HGAC FEE (HGAC Contract No. AM10-23)	\$1,000.00
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SUBTOTAL		\$24,920.00
Destination Charge		\$1,595.00
TOTAL		\$26,515.00

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Price Level: 445 | Quote ID: TXCTY24W8A

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$23,920.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$1,000.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$26,515.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$100.00
Total		\$26,415.00

← SIGN HERE

Customer Signature

Acceptance Date

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2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 277 lb.-ft. @3000 RPM
- Auto stop-start engine
- 8-speed automatic
- Recommended fuel: premium unleaded
- All-speed ABS and driveline traction control
- EcoBoost 2L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 250HP
- Horsepower: 250 HP @5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/30 mpg/26 mpg
- Fuel economy combined: 26 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 30 mpg
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

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2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP

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Selected Equip & Specs (cont'd)

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- External memory control
- Speakers number: 6
- Speed sensitive volume
- Integrated roof audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- Standard grade speakers
- Steering wheel mounted audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Engine/electric motor temperature gauge
- Analog instrumentation display
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Gauge cluster display size (inches): 4.20

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Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights
- Fade interior courtesy lights
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Pickup box cargo light

Technology and Telematics

- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports
- Smart device mirroring
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Automatic Emergency Braking (AEB) forward collision mitigation
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight	3,636 lbs.	GVWR	5,080 lbs.
Payload	1,500 lbs.		

Trailing Weights

Conventional capacity	2,000 lbs.	GCWR	6,010 lbs.
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Off Road

Min ground clearance	8.3"	Loading floor height	30.1 "
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Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Approach angle	20.6	Departure angle	21.9
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Exterior Measurements

Vehicle body length	199.7"	Vehicle body width	72.6"
Vehicle body height	68.7"	Wheelbase	121.1"
Cargo box length	54.4"	Cargo box min width	42.6"
Cargo box volume	33.3 cu.ft.	Pickup box depth	20.3"
Cargo box max width	53.3"	Cargo box max length	72.0"
Cargo box tailgate width	49.8"	Cargo box length feet	4.5
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	20.0'	Front bumper to back of cab	137.6"

Interior Volume

Total passenger volume 100.3 cu.ft.

Headroom

Headroom first-row	40.3"	Headroom second-row	39.6"
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Legroom

Leg room first-row	42.8"	Leg room second-row	35.9"
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Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
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Hip Room

Hip room first-row	55.4"	Hip room second-row	54.1"
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Powertrain

Engine

Engine	EcoBoost 2L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 250HP	Valves per cylinder	4
Engine cylinders	I-4	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Transverse mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	2.0L	cc	122 cu.in.
Bore	3.44"	Stroke	3.27"
Compression ratio	9.3	SAEJ1349	AUG2004 compliant

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2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Engine Power

Horsepower 250 HP@5500 RPM Torque 277 lb.-ft.@3000 RPM

Alternator

Alternator amps 150A Alternator type Regenerative alternator

Battery

Battery amps 70Ah Battery type Lead acid battery
Battery rating 700CCA Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Start-stop engine Auto stop-start engine
Drivetrain selectable. Driver selectable drivetrain mode

Transmission

Transmission 8-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission... Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.69 Second gear ratio 3.31
Third gear ratio 3.01 Fourth gear ratio 1.92
Fifth gear ratio 1.45 Sixth gear ratio 1
Reverse gear ratio 2.96 Seventh gear ratio 0.75
Eighth gear ratio 0.62 Selectable mode transmission... Selectable mode transmission

Drive Type

Drive type Front-wheel drive

Drivetrain

Axle ratio 3.63

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type premium unleaded

Fuel Tank

Capless fuel filler... Easy Fuel capless fuel filler Fuel tank capacity 16.51 gal.

Drive Feature

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10/11/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Traction control All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type	Fuel economy combined	26 mpg
Fuel economy city	Fuel economy highway	30 mpg
Fuel economy (city/highway/combined)	Fuel economy status	Current fuel economy status
23 mpg		
23 mpg/30 mpg/26 mpg		

Emissions

Emissions	Emissions tiers	Tier 3 Bin 50 emissions
LEV3-ULEV50 emissions		

Green Values

Greenhouse gas score	Energy Impact Score (Barrels per year)	11.4
5.00 GG		
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)		
6.9		

Suspension and Handling

Suspension

Suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Standard ride suspension		
Rear shock absorbers		
Gas-pressurized rear shock absorbers		

Driveability

Brakes

Brake type	Ventilated brakes. Front and rear ventilated disc brakes
4-wheel disc brakes	
ABS brakes	Electronic parking brake Electronic parking brake
Four channel ABS brakes	
ABS brakes	Post collision braking system
4-wheel antilock (ABS) brakes	Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Brake assist system	Brake assist system
Hill Start Assist		

Front Suspension

Front anti-roll	Suspension ride type front	Independent front suspension
Front anti-roll bar		

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Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Torsion beam rear suspension

Suspension ride type rear Semi-independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

Speed sensitive steering .. Speed sensitive power steering

Driver selectable steering effort .. Driver selectable steering effort

Steering type number of wheels .. 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7"

Front And Rear Wheels

Appearance silver

Material steel

Front Tires

Aspect 65

Diameter 17"

Sidewalls BSW

Speed H

Tread AS

Type P

Width 225mm

Rear Tires

Aspect 65

Diameter 17"

Sidewalls BSW

Speed H

Tread AS

Type P

Width 225mm

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Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Body Exterior

Trailer

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box Number of doors 4 doors

Body

Body panels ... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel Spare tire location Crank-down spare tire

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks ... Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition key Auto door locks Auto-locking doors

Tailgate control ... Manual tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console Floor console storage Covered floor console storage

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Selected Equip & Specs (cont'd)

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

Power Outlets

12V power outlets 2 12V power outlets

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 12 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Seatback storage pockets 1 seatback storage pocket

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Standard glove box
Dashboard storage Dashboard storage
Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window. Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

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Price Level: 445 | Quote ID: TXCTY24W8A

Selected Equip & Specs (cont'd)

Climate control Automatic climate control
Rear under seat ducts Rear under seat climate control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat Manual height adjustable driver seat

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat

Folding second-row seats Full folding rear seats

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

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Selected Equip & Specs (cont'd)

Rear seat folding position Fold forward rear seatback
Number of rear head restraints ... 3 rear seat head restraints

Rear head restraints... Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery ... Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control RDS Radio data system (RDS)

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Wireless streaming Wireless audio streaming

Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Coloured instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display ... Analog instrumentation display

Instrumentation Displays

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Selected Equip & Specs (cont'd)

Speedometer .. Redundant digital speedometer

Driver information center Driver information center

Compass Compass

Temperature display Exterior temperature display

Clock In-radio display clock

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Tachometer Tachometer

Gauge cluster display size (inches) 4.20

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Instrumentation Warnings

Engine temperature warning .. Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning .. Low brake fluid warning

Headlights on reminder .. Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air pressure warning

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning .. Battery charge warning

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Intelligent Oil-Life Monitor service interval indicator

Glass

Tinted windows Deep tinted windows

Headlights

Headlights .. LED low and high beam headlights

Auto headlights .. Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting ... DRL preference setting

Headlight type Reflector headlights

Multiple headlights .. Multiple enclosed headlights

Auto high-beam headlights .. Auto High Beam auto high-beam headlights

Front Windshield

Wipers .. Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

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Selected Equip & Specs (cont'd)

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

High mount stop light. High mounted center stop light

Interior courtesy lights Fade interior courtesy lights

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Smart device integration. Smart device mirroring

Internet Access

Internet access... FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 7 airbags

Front impact airbag passenger Passenger front impact airbag

Knee airbag Driver side knee airbag

Front side impact airbag driver. Seat mounted side impact driver airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Occupancy sensor Airbag occupancy sensor

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners Front and rear seatbelt pretensioners

Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

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Selected Equip & Specs (cont'd)

Forward collision warning . . . Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection . . . Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks . . . Manual rear child safety door locks

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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CITY COMMISSION REGULAR MTG

(6) (f)

Meeting Date: 11/06/2024

Utilities Department Purchase of Hydro-Excavation Truck

Submitted For: Dj Hutchinson, Public Works

Submitted By: Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

Requesting Commission Approval for the Utilities Department Purchase of a new Hydro-Excavation Truck through HGAC Contract No. HT06-20 for the amount of: \$340,000.00 funded with Account No.501705-55690. For detailed information on truck pricing and specs, See EXHIBIT A.

BACKGROUND (Brief Summary)

This is a first time purchase of a Hydro-Excavating Truck by the Utilities Department. Hydro-Excavation is widely used in many different industries and is a safer alternative to traditional excavation methods. It uses pressurized water and a vacuum to dig and move soil, which reduces the risk of injury to workers and damage to underground utilities and chemical/petrochemical pipelines. Other advantages include: Storm/Sanitary Sewer line cleaning. Single vehicle mobility reduces the need for transporting conventional digging equipment---- Less plant and root damage above and below the ground and is less expensive than traditional excavation methods because it requires fewer materials and a limited workforce.

RECOMMENDATION

It is the recommendation of the Utilities Department for the Mayor and City Commission to approve the purchase of a Hydro-Excavation Truck to aid in safe excavation during day-to-day Utilities Department operations, reducing the possible risk of disruptive and expensive damage to other critical underground services.

Fiscal Impact

Attachments

Resolution
EXHIBIT A

RESOLUTION NO. 2024-145

A RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF A NEW HYDRO-EXCAVATION TRUCK THROUGH HGAC CONTRACT NO. HT06-20; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds are available in the Fiscal Year 2024/2025 budget for the purchase of a Hydro-Excavation truck through HGAC Contract No. HT06-20 for an amount not to exceed \$340,000.00; and

WHEREAS, the Utilities Department recommends that the Mayor and City Commission approve the purchase of a Hydro-Excavation Truck to aid in safe excavation during day-to-day Utilities Department operations and reduce the possible risk of disruptive and expensive damage to other critical underground services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a new Hydro-Excavation truck through HGAC Contract No. HT06-20 for an amount not to exceed \$340,000.00, as set out on the pricing summary worksheet attached hereto as **Exhibit “A.”**

SECTION 2: That this backhoe is to be utilized by the Utilities Department.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT06-20

Date Prepared:

10/8/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Texas City	Contractor:	Houston Freightliner
Contact Person:	Corbin Ballast	Prepared By:	Adam Neuse
Phone:	409-359-5505	Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:	cballast@texascitytx.gov	Email:	adam.neuse@strhouston.com

Product Code:	D1	Description:	108SD, Conventional Cab, SBFA, SRA (PRL-20D)
---------------	----	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 94896

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
182" Wheelbase	517	Stationary Grille	264
Battery Disconnect Mtd LH Driver Seat	150	Adjustable Steering Column	359
RH Understep Aftertreatment w/ Vert Exhaust	617	Dual West Coast Bright Finish Mirror w/ Remote	215
24" Front Frame Extension w/ Insert	563	Front Sun Visor	210
Front Tow Hooks	56	LH/RH Electric Windows	164
Fuel Water Separator w/ Water in Fuel Sensor	203	Smart Switch Expansion Module	149
750 Watt/115 Volt Block Heater	81	AM/FM Radio w/ Bluetooth	368
LH/RH Electric Door Locks	74	Basic High Back Air Driver Seat	159
Air Cab Mounts	91	Basic High Back Air Pass Seat	191
11R22.5 14 Ply FR Tires	144	Texas Underground 3634 PH6C	230000
11R22.5 14 Ply RR Tires	435	Subtotal From Additional Sheet(s):	0
1310- Front PTO Provision	468	Subtotal B:	235478

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Alcoa LVL One Aluminum FR Wheels	2709	Alcoa LVL One Aluminum RR Wheels	5417
		Subtotal From Additional Sheet(s):	0
		Subtotal C:	8126

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	338500	=	Subtotal D:	338500
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date:

G. Total Purchase Price (D+E+F):

340000

CITY COMMISSION REGULAR MTG

(6) (g)

Meeting Date: 11/06/2024

Reject all bids received for Bid No. 2024-461 Sheet Pile Replacement Project for Pump Stations A & B

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

It is recommended that all bids be rejected that were received for Bid # 2024-461, Sheet Piling Replacement Project at Pump Stations A and B, and rebid at a later date in hopes of receiving more than 1 bid.

BACKGROUND (Brief Summary)

On August 20, 2024, and August 27, 2024, a Notice To Bidders was published in the local area newspaper and bid packets were made available to vendors via CivCastUSA.

This project is being funded by a GLO grant, contract # 22-085-017-D253. Only one bid was received and was opened at 11:00 a.m. on September 20, 2024.

GrantWorks, our grant administrator, was contacted at that time and notified that we only had one bidder and need to check compliance with the GLO requirements.

A letter of recommendation is attached for your review.

RECOMMENDATION

It is the recommendation of GrantWorks, our grant administrator, ARKK Engineers, our project engineers, and the Public Works Department that we reject this bid and rebid this project in hopes of receiving more than one bid.

Fiscal Impact

Attachments

Exhibit A
Resolution



October 23, 2024

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for the Sheet Pile Replacement Project at Pump Stations 'A' & 'B'**
CDBG DR – GLO Contract No. 22-085-017-D253
BID #2024-461
City of Texas City
ARKK Job No. 22-025

Dear Mr. Haralson:

On September 20, 2024, the City of Texas City received one (1) bid for the above referenced project. This project involves construction of approximately 145 linear feet of sheet piling lining the outfall of Rainwater pump station 'A' and approximately 100 linear feet of sheet piling lining the outfall of Rainwater pump station 'B'. Construction also includes the replacement of the existing handrail, removal and replacement of existing concrete channel lining to facilitate sheet piling installation, and installation and removal of coffer dams to facilitate the sheet pile construction. Following is a summary of our bid evaluation:

Bid Tabulation Sheet – One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities. The bid for the project is as follows:

<u>Bidder</u>	<u>Total Amount</u>
Carlson McClain Construction Company, LLC.	\$1,798,875.00

During the bidding phase for this project ARKK's staff reached out to several qualified contractors to generate interest and encourage them submit a bid for the project. Following the bid opening date, ARKK's staff followed up with these contractors to ascertain the reason for not submitting a bid. The majority indicated that they were unable to bid due to inadvertently missing the bid opening deadline; estimators were out due to illness and they did not have manpower to prepare the bids.

This project is funded by a grant from the Texas General Land Office (GLO). City staff and ARKK contacted the City's Grant Administrator for input on the bid award and subsequent approval by GLO. We were informed by the Grant Administrator that since one bid was received for the project, the City could only award this project conditionally and await GLO's determination to use Noncompetitive Procurement, that would allow for award to a single responsive bidder.

Due to the potential for GLO to reject the bid, City's Grant Administrator recommended that the City reject the bid received for this project and rebid the work.

Based on the above, we recommend that the City of Texas City reject the bid received for the **Sheet Pile Replacement Project at Pump Stations 'A' & 'B'**.

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

RESOLUTION NO. 2024-146

A RESOLUTION APPROVING THE REJECTION OF ALL BIDS SUBMITTED FOR BID NO. 2024-461 SHEET PILING REPLACEMENT PROJECT AT PUMP STATIONS A AND B AND AUTHORIZING THE OPTION TO REBID AT A LATER DATE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on August 20, 2024, and August 27, 2024, a Notice to Bidders was published in the local area newspaper, and bid packets were made available to vendors via CivCastUSA.; and

WHEREAS, only one bid was received and was opened at 11:00 a.m. on September 20, 2024; and

WHEREAS, it is the recommendation of GrantWorks, our grant administrator, ARKK Engineers, our project engineers, and the Public Works Department that we reject this bid and rebid this project in hopes of receiving more than one bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby rejects all bids submitted for Bid No. 2024-461 Sheet Piling Replacement Project at Pump Stations A and B.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (h)

Meeting Date: 11/06/2024

Approval for Payment of TCEQ Water System Fee (COTC) for up to \$65,000.00

Submitted For: Dj Hutchinson, Public Works **Submitted By:** Dj Hutchinson, Public Works

Department: Public Works

Information

ACTION REQUEST

The Utilities Department is seeking approval for payment of the Texas Commission Environmental Quality (TCEQ) fee for an amount up to \$65,000.00 utilizing Account No. 501701 53680

BACKGROUND (Brief Summary)

The COTC typically receives an invoice from TCEQ for its water system fee in late November or early December. This fee fluctuates from year to year with the largest-to-date totaling \$52,261.40. When the invoice is received, there typically is not enough time to receive Commission approval before the payment due date. TCEQ's late payment fees are large, so we are requesting authorization to pay up to an amount of \$65,000.00 to avoid any penalty for late payment.

RECOMMENDATION

It is the recommendation of the Utilities Director to approve an amount fo up to \$65,000.00 for payment of the TCEQ Water System Fee.

Fiscal Impact

Attachments

Staff Report
Resolution

ADDITIONAL INFO FOR AGENDA ITEM 7488

The Commissioners have requested more information regarding the consent agenda items.

ACTION REQUEST

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*BACKGROUND (Brief Summary)

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Please make sure that the background addresses the following:

- What is the expenditure for?

The expenditure is for payment of the TCEQ's Water System Fee...

What Is This Fee?

The Public Health Service (PHS) fee is assessed to cover some of the costs incurred by the Texas Commission on Environmental Quality (TCEQ) in providing services to public water systems (PWSs) in the state. These services include:

- Scheduling analyses of drinking water for chemical content.
- Collecting samples of drinking water for chemical analysis.
- Reviewing system data for the evaluation of sampling waivers.
- Inspecting PWSs.
- Reviewing plans for new systems and for major improvements to existing systems.
- Providing technical assistance as needed.

- ***Why it is important or needed?***

It is a mandatory fee that every Public Water System in the State of Texas is required by law to pay.

Who Is Responsible for the Payment of This Fee?

The owner of the PWS is responsible for paying the PHS fee. If the owner is leasing the system to another party, the owner is still legally responsible for payment. The TCEO can only suggest that the lessor (owner) and the lessee (renter) reach an agreement about which party will pay the fee.

Legal Authority. The authorization for this fee is the Texas Water Code, Section 5.103, and the Texas Health and Safety Code, Section 341.041. Rules implementing these sections appear in Title 30, Texas Administrative Code (30 TAC), Section 290.51.



Public Health Service Fee (Water System Fee)

This document is for guidance only; it does not take the place of any laws or the official rules and regulations.

What Is This Fee?

The Public Health Service (PHS) fee is assessed to cover some of the costs incurred by the Texas Commission on Environmental Quality (TCEQ) in providing services to public water systems (PWSs) in the state. These services include:

- Scheduling analyses of drinking water for chemical content.
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- Providing technical assistance as needed.

Legal Authority. The authorization for this fee is the Texas Water Code, Section 5.103, and the Texas Health and Safety Code, Section 341.041. Rules implementing these sections appear in Title 30, Texas Administrative Code (30 TAC), Section 290.51.

Types of Public Water Systems

- **Community Water System (CWS):** a PWS that has a potential to serve at least 15 residential service connections on a year-round basis or serves at least 25 residents on a year-round basis.
- **Nontransient Noncommunity (NTNC):** a PWS that regularly serves at least 25 of the same individuals at least six months of the year but does not meet the definition of a CWS—e.g., schools, factories, and office buildings.
- **Transient Noncommunity (TNC):** a system that serves at least 25 individuals at least 60 days out of the year but does not meet the definition of an NTNC or a CWS—e.g., campgrounds and restaurants.

Who Is Responsible for the Payment of This Fee?

The owner of the PWS is responsible for paying the PHS fee. If the owner is leasing the system to another party, the owner is still legally responsible for payment. The TCEQ can only suggest that the lessor (owner) and the lessee (renter) reach an agreement about which party will pay the fee.

Is This Fee New? If Not, Why Am I Being Billed for the First Time?

No, this fee is not new. This fee was charged and collected by the Texas Department of Health from Jan. 1, 1986, to March 1, 1992. Since then it has been administered by the TCEQ (or a TCEQ predecessor agency).

If your system is being billed for the first time, either your system is a new PWS or your system has recently met the minimum size to be considered a PWS. New PWSs will not be assessed a water system fee until water is supplied to the first connection.

Has There Been a Change in How This Fee is Calculated?

Yes. House Bill (HB) 1, Article IX, Section 18.01, 84th Texas Legislature, directed the agency to raise fee rates by rule to ensure that adequate revenue is available to support the agency's water appropriation.

When and How Is This Fee Assessed?

The PHS fee invoice is mailed each year in November to the Administrative or Financial Contact. The TCEQ bases the PHS fee on the number of total connections associated with each PWS.

Can This Fee Be Prorated?

No, this fee cannot be prorated. If your system is to operate for any part of the upcoming calendar year, then you must pay the full fee as calculated above.

What Is the Due Date of the Fees?***Where Do I Send the Payment?***

The due date is 30 days after the "invoice date" shown on your billing statement; payment must be received by the TCEQ by the due date.

Return your payment with the payment coupon (the top portion of the billing statement) to the mailing address shown on the back of the coupon. Use the envelope provided for your convenience. Be sure to turn the coupon over so that the TCEQ's mailing address shows through the envelope's window.

Pay Online. You may pay this fee online by credit card or ACH (electronic check). To do so, go to www.tceq.texas.gov/epay

Tip-To Help You Avoid Late Fees. Send your payment and payment coupon (top portion of billing statement) in the provided envelope, ensuring the TCEQ's mailing address shows through the window, and mail it 7 to 10 business days before the due date.

If I Have More Than One Account, May I Send One Check for the Total Amount?

No. You may send all your payments in one envelope, but you should enclose a separate check for each coupon. If the number of checks does not equal the number of coupons, we won't know which accounts to credit your payment to. We will not be able to process your transactions by the faster, automated process; instead, we will have to contact you by phone to find out how the payment should be applied.

Will I Be Charged Late Fees?

If the TCEQ does not receive payment by the due date, the agency will charge penalties and interest, as stated in 30 TAC Section 12.3. A penalty of 5 percent will be assessed if the fee is not paid by the due date. After another 30 days, an additional 5 percent penalty will be assessed.

Should the account become 60 days overdue, the TCEQ will assess monthly interest charges at the variable rate of prime plus 1 percent (for the calendar year, as

published in the *Wall Street Journal* on the first business day of that year) until the balance is paid in full.

Recovery of Collection Costs. The TCEQ assesses a charge of up to 30 percent on accounts referred to its collection agency. This applies only to delinquent accounts referred for collection after 90 days of nonpayment.

What If I Think the Billing Is Incorrect?

If you want to dispute the amount of your fee, you must do so in writing. The TCEQ may not adjust the amount due if it receives your request for adjustment more than one year after the date on which the fee was paid in full. Please call TCEQ offices to clarify questions you may have about your fee amount. (For phone numbers, see "More Questions?" below.)

In the correspondence, please provide your PWS ID, your account name and number, a description of the suspected error, your contact information, and, if necessary, appropriate documentation.

More Questions?**Water Supply Division**

Phone: 512-239-4691

Fax: 512-239-6050

PHS Fees

For fee assessment and calculation (including suspected errors):

PHS Fees Coordinator, MC-155

TCEQ

P.O. Box 13087

Austin, TX 78711-3087

Email: wufees@tceq.texas.gov

Inventory

For address changes, business closures, ownership disputes, physical location, and other technical information:

Drinking Water Inventory and

Protection Team, MC 155

TCEQ

P.O. Box 13087

Austin, TX 78711-3087

Email: pwsinven@tceq.texas.gov

Account-Balance Information

Financial Administration, Revenues Section

Phone: 512-239-0369

- The type of purchase (annual inspection, one-time purchase, replacement, etc.)

This fee comes due once every year in late November or early December.

- How much for the item and if it is budgeted or budget amendment is needed?

This fee fluctuates every year depending on TCEQ's billing parameters that are predicated on the number of connections of Public Water Systems in the State of Texas.

The exact fee amount for Texas City is not known until the bill from TCEQ is received.

The amount of \$65,000.00 is only an estimate that is based on the history of payments the COTC has made over past years. It is highly doubtful that the fee amount will even come close to \$65,000.00, but with the penalties for late payments reaching into thousands of dollars, it was thought best to err on the high side and have the money readily available, which would save time by preventing the need to go to Commission for approval with the exact amount, which possibly could miss the payment due date and subjecting the COTC to unnecessary late payment penalties. The funds for this required fee (estimated) is available in Account No.501701 53680

RESOLUTION NO. 2024-147

A RESOLUTION AUTHORIZING THE PAYMENT OF THE CITY OF TEXAS CITY'S TEXAS COMMISSION ENVIRONMENTAL QUALITY (TCEQ) WATER SYSTEM FEE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this is a mandatory fee that every Public Water System in the State of Texas is required by law to pay; and

WHEREAS, this fee fluctuates every year depending on TCEQ's billing parameters that are predicated on the number of connections of Public Water Systems in the State of Texas.; and

WHEREAS, the amount of \$65,000.00 is only an estimate that is based on the history of payments the COTC has made over past years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the payment to Texas Commission Environmental Quality (TCEQ) Water System Fee for an amount not to exceed \$65,000.00.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (i)

Meeting Date: 11/06/2024

Appointing Angela Moreno to Library Board

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Requesting to appoint Angela Moreno to the Library Board

BACKGROUND (Brief Summary)

On or about October 8, 2024, Board Member Brandon Johnson notified Cheryl Lowen, Library Director, that he would no longer be able to serve due to scheduling conflicts. After reviewing four applications, the Library staff met with Angela Moreno and determined that she would be a great fit for the established Library Board and made a recommendation for her appointment.

This appointment will fill the vacancy on the Board created by Brandon Johnson's departure. There is no fiscal impact for this agenda item.

RECOMMENDATION

The Library Director and City Secretary recommend the appointment of Angela Moreno to the Library Board.

Fiscal Impact

Attachments

attachment

Resolution



CITY OF TEXAS CITY

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

Thank you for your interest in volunteering your time and talents to the City of Texas City. Please fill out the below application (required) and attach an updated resume' (optional). As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Texas City Commission. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 40% of called meetings in any twelve consecutive months, for other than medical reasons, may be removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Texas City unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type of Print Clearly:

Date: 7/19/24

Name: Angela Moreno

Phone: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED]

(Home)

(Work)

City/State/Zip Texas City, Texas, 77590

Cell: _____

Email: [REDACTED]

I have lived in Texas City 26 years.

I am YES am not ___ a U.S. Citizen

Occupation: Research Assistant at University of Texas Health Science Center at Houston

Professional and/or Community Activities relative to your desired Board appointment:

Member of Friends of the Library, worked at University of St. Thomas's Doherty Library as a Library Assistant during 4 years of undergraduate degree. Volunteers for community fundraisers for scholarships and participates in volunteer programs within the community and at my workplace.

Additional Pertinent Information/References:

Please see attached resume and please reach out for additional references if needed.

Applications for the following Commission-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (409-643-5916) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- Planning & Zoning Commission
- Library Board
- TC Economic Development Board
- TC Cultural Arts Foundation
- TC Public Facilities Development
- TC Harbour Foreign Trade Zone
- TC Historical Preservation Corporation
- TC Industrial Development
- TC Housing Finance Corporation
- Civil Service
- Recreation and Tourism Board
- Board of Adjustments- Building & Structure

Meeting Information

As called in accordance with the Board, Commission, or Advisory Committee's By-laws.

Advisory Committees

- Bayou Golf Course Advisory Board
- Housing Authority

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Angele Moreno Digitally signed by a9ceedaf-8c52-40dd-bdc1-e1c054ea64cc
Date: 2024.07.26 14:37:25 -05'00'

Signature of Applicant

RECEIVED
By R. Leigh at 4:32 pm, Jul 26, 2024

Please return this application to:

City Secretary
City of Texas City
1801 9th Ave. N.
Texas City, TX 77590

or

rleigh@texascitytx.gov

RESOLUTION NO. 2024-148

A RESOLUTION APPOINTING ANGELA MORENO TO THE BOARD OF TRUSTEES FOR THE MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Library Board is composed of nine (9) members; and

WHEREAS, on or about October 8, 2024, Board Member Brandon Johnson notified Cheryl Lowen, Library Director, that he would no longer be able to serve due to scheduling conflicts; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the Library Board, it is necessary for the Mayor of the City of Texas City to appoint a member to fill the remainder of the term for the vacated position; and

WHEREAS, it is recommended that Angela Moreno replace Brandon Johnson as a Board Member.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City hereby appoints Angela Moreno to fill the position vacated by Brandon Johnson.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
Interim City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (j)

Meeting Date: 11/06/2024

Amending the City's Social Media Policy

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

To approve the updated City of Texas City's Social Media policy.

BACKGROUND (Brief Summary)

City Employee's were notified on October 23, 2023, by the Information Technology Director, that TikTok was blocked from usage on City of Texas City devices and City of Texas City Wi-Fi. Under Texas S.B. 1893, the City is required to adopt a policy prohibiting the installation and use of certain social media applications covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed.

The City will verify compliance with this policy through various methods, including, but not limited to, IT/security system reports and feedback to leadership. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

This policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of the City.

In addition to containing the necessary policy prohibiting TikTok on City devices, the policy also:

- Updates the list of social media platforms
- Outlines content moderation
- Adds information about the retention of content and the Public Information Act
- Outlines more specific information for City departments operating social media pages on behalf of the City, including protocols for email addresses and passwords, who may/may not serve as an administrator, content guidelines, etc.

There is no fiscal impact for this agenda item.

RECOMMENDATION

It is the recommendation of the Communications Director, Human Resources Director and City Secretary to approve the adoption of the updated Social Media Policy.

Fiscal Impact

Attachments

Senate Bill
Current Policy
Proposed Policy
Resolution

AN ACT

relating to prohibiting the use of certain social media applications and services on devices owned or leased by governmental entities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle A, Title 6, Government Code, is amended by adding Chapter 620 to read as follows:

CHAPTER 620. USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES
ON GOVERNMENTAL ENTITY DEVICES PROHIBITED

Sec. 620.001. DEFINITIONS. In this chapter:

(1) "Covered application" means:

(A) the social media service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited; or

(B) a social media application or service specified by proclamation of the governor under Section 620.005.

(2) "Governmental entity" means:

(A) a department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Section [61.003](#), Education Code;

(B) the supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial

1 Council or another agency in the judicial branch of state
2 government; or

3 (C) a political subdivision of this state,
4 including a municipality, county, or special purpose district.

5 Sec. 620.002. DEFINING SECURITY RISK TO THIS STATE. For
6 purposes of this chapter, a social media application or service
7 poses a risk to this state if:

8 (1) the provider of the application or service may be
9 required by a foreign government, or an entity associated with a
10 foreign government, to provide confidential or private personal
11 information collected by the provider through the application or
12 service to the foreign government or associated entity without
13 substantial due process rights or similar legal protections; or

14 (2) the application or service poses a similar risk to
15 the security of this state's sensitive information, critical
16 infrastructure, or both, as an application or service described by
17 Section 620.001(1)(A).

18 Sec. 620.003. PROHIBITION; MODEL POLICY. (a) Subject to
19 Section 620.004, a governmental entity shall adopt a policy
20 prohibiting the installation or use of a covered application on any
21 device owned or leased by the governmental entity and requiring the
22 removal of covered applications from those devices.

23 (b) The Department of Information Resources and the
24 Department of Public Safety shall jointly develop a model policy
25 for governmental entities to use in developing the policy required
26 by Subsection (a).

27 Sec. 620.004. EXCEPTIONS; MITIGATING MEASURES. (a) A

1 policy adopted under Section 620.003 may provide for the
2 installation and use of a covered application to the extent
3 necessary for:

- 4 (1) providing law enforcement; or
5 (2) developing or implementing information security
6 measures.

7 (b) A policy allowing the installation and use of a covered
8 application under Subsection (a) must require:

- 9 (1) the use of measures to mitigate risks posed to this
10 state during the use of the covered application; and
11 (2) the documentation of those measures.

12 Sec. 620.005. APPLICATIONS IDENTIFIED BY GOVERNOR'S
13 PROCLAMATION. The governor by proclamation may identify social
14 media applications or services that pose a risk to this state as
15 described by Section 620.002.

16 Sec. 620.006. APPLICATION IDENTIFIED BY DEPARTMENT OF
17 INFORMATION RESOURCES AND DEPARTMENT OF PUBLIC SAFETY. (a) The
18 Department of Information Resources and the Department of Public
19 Safety shall jointly identify social media applications or services
20 that pose a risk to this state as described by Section 620.002.

21 (b) The Department of Information Resources shall:

- 22 (1) annually submit a list of applications and
23 services identified under Subsection (a) to the governor;
24 (2) publish the list on the department's publicly
25 accessible Internet website; and
26 (3) periodically update the list on that website.

27 SECTION 2. Not later than the 60th day after the date the

1 Department of Information Resources and the Department of Public
2 Safety make available the model policy required by Section
3 620.003(b), Government Code, as added by this Act, each
4 governmental entity shall adopt the policy required by Section
5 620.003(a), Government Code, as added by this Act.

6 SECTION 3. This Act takes effect immediately if it receives
7 a vote of two-thirds of all the members elected to each house, as
8 provided by Section 39, Article III, Texas Constitution. If this
9 Act does not receive the vote necessary for immediate effect, this
10 Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1893 passed the Senate on April 18, 2023, by the following vote: Yeas 31, Nays 0; May 16, 2023, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 17, 2023, House granted request of the Senate; May 27, 2023, Senate adopted Conference Committee Report by the following vote: Yeas 30, Nays 1.

Secretary of the Senate

I hereby certify that S.B. No. 1893 passed the House, with amendments, on May 9, 2023, by the following vote: Yeas 144, Nays 0, two present not voting; May 17, 2023, House granted request of the Senate for appointment of Conference Committee; May 28, 2023, House adopted Conference Committee Report by the following vote: Yeas 139, Nays 2, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

CITY OF TEXAS CITY



SOCIAL MEDIA POLICY

Social Media Policy

A. POLICY/PURPOSE

City of Texas City departments may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of City goals and objectives. City officials and City organizations have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting City business. Social media facilitates further discussion of City issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

B. GENERAL PROVISIONS

1. All City of Texas City social media sites shall be (1) approved by the Mayor, Director of Information Technology and the requesting Department Head; (2) published using approved City social networking platform and tools; and (3) administered by the Department of Information Technology or their designee. Designees can be any department employee or volunteer designated by the requesting Department Head that has a complete understanding of this policy and has appropriate content and technical experience.
2. All City of Texas City social networking sites and entries shall adhere to applicable state, federal and local laws, regulations and policies including all Information Technology and Records Management City policies and other applicable City policies.
3. Texas Public Information Act and e-discovery laws and policies apply to social media content and therefore content must be able to be managed, stored and retrieved to comply with these laws.
4. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
5. Content submitted for posting that is deemed not suitable for posting by a City of Texas City social networking moderator because it is not topically related to the particular social networking site objective being commented upon, or is deemed prohibited content based on the criteria outlined in this policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed not suitable for posting.
6. The City reserves the right to restrict or remove any content for any reason. The City's decision is final.
7. Each City of Texas City social networking site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social network site. Where possible, social networking sites should link back to the official City of Texas City Internet site for forms, documents and other information.
8. City of Texas City social networking content and comments containing any of the following forms of content shall not be allowed for posting:

- a. Comments not topically related to the particular site or blog article being commented upon;
- b. Profane or obscene language or content;
- c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- d. Sexual content or links to sexual content;
- e. Content that is considered degrading, demeaning, harassing, or bullying.
- f. Solicitations of commerce;
- g. Conduct or encouragement of illegal activity;
- h. Information that may tend to compromise the safety or security of the public or public systems; or
- i. Content that violates a legal ownership interest of any other party.

9. All City social networking moderators shall be trained regarding the terms of this City of Texas City policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

10. All social networking sites shall clearly indicate they are maintained by the City of Texas City and shall have City of Texas City contact information prominently displayed.

11. Where appropriate, IT security policies shall apply to all social networking sites and articles.

12. Employees representing the City of Texas City via social media outlets must conduct themselves at all times as a representative of the City and in accordance with all City of Texas City Personnel Policies.

13. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

C. EMPLOYEE GUIDANCE FOR PARTICIPATING IN SOCIAL NETWORKING

The City of Texas City understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. Social networks are online communities of people or organizations that share interests and/or activities

and use a wide variety of Internet technology to make the interaction a rich and robust experience.

Employees that choose to participate in social networks while a City employee should adhere to the following guidelines.

1. City policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting City business. Use of your City e-mail address and communicating in your official capacity will constitute conducting City business.
2. Employees who participate in social media outlets on or off-duty are subject to the same standards for such communications as set forth in the City of Texas City Personnel Policy.
3. City employees shall notify their supervisor and the IT department if they intend to create a social networking site or service to conduct City business.
4. Departments, with the approval of the Mayor, have the option of allowing employees to participate in existing social networking sites as part of their job duties. Department Heads may allow or disallow employee participation in any social networking activities in their departments.
5. Confidential or proprietary information or similar information of third parties who have shared such information with the City of Texas City should not be shared on social media outlets.
6. Employees shall follow all copyright laws, public records laws, retention laws, fair use and financial disclosure laws and any others laws that might apply to the City or your functional area.
7. Employees shall not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
8. When participating in social networking sites not related to City business, an employee shall make it clear that they are not speaking on behalf of the City of Texas City but speaking in their capacity as a private citizen. If an employee publishes content on any website outside of the City of Texas City and it has something to do with the employee's employment at the City or subjects associated with the City, the employee shall use a disclaimer such as : "The postings on this site are my own and don't necessarily represent the City's positions or opinions." It should be noted however that a disclaimer will not prevent an employee from being disciplined if their communication has the effect of violating any City policy.
9. Employees shall not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City's workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
10. If an employee identifies one's self as a City employee, the employee shall ensure that their profile and related content is consistent with City of Texas City performance and conduct standards regarding how to present one's self to colleagues, citizens and other stakeholders.

11. While the City of Texas City encourages its employees to enjoy and make good use of their off-duty time, City employees may be subject to discipline if their activities on or off duty have the effect of disrupting the functioning or efficiency of the workplace. Activities which are considered disruptive include, but are not limited to, harassing, demeaning, or creating a hostile working environment for any official or employee; disrupting the smooth and orderly flow of work within the City; or disrupting working relationships. In addition, employees are subject to discipline for inappropriate activities, on or off duty, if they are acting pursuant to their official duties, or if they engage in inappropriate conduct or speech on private employment matters.

APPENDIX A

DEFINITIONS

For the purpose of this City of Texas City Social Media Policy, the following terms are defined as provided below:

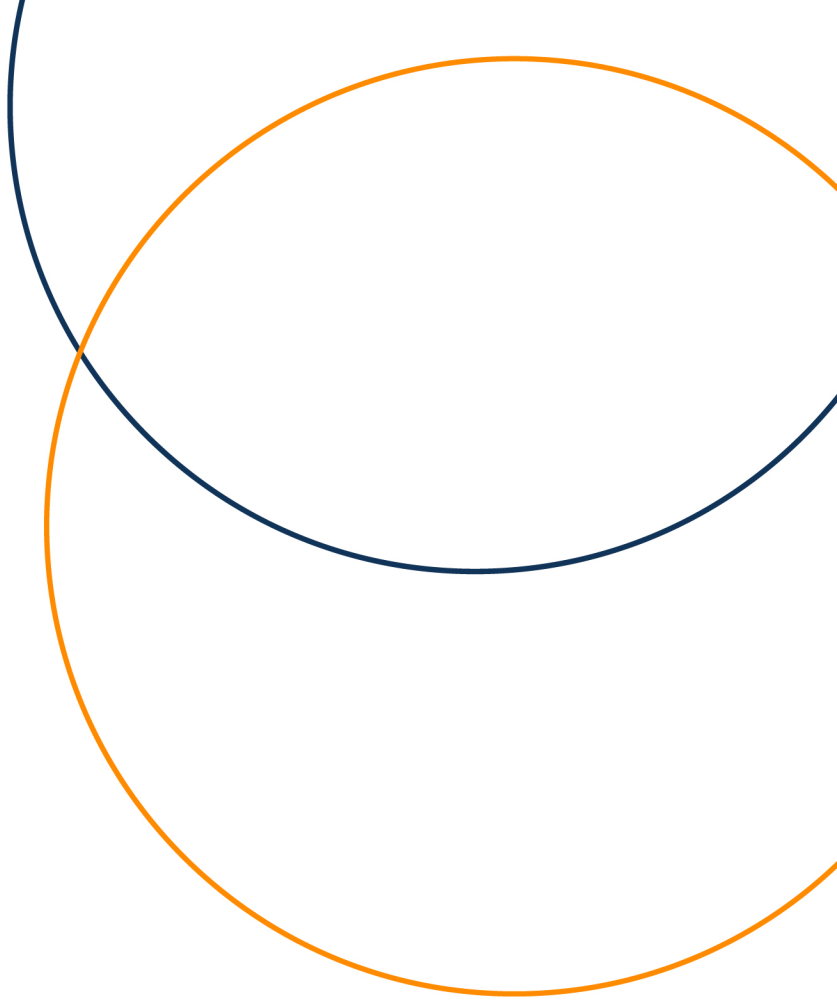
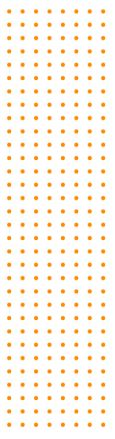
A. Social Media and Social Networking: Both terms are used to refer to social Internet sites or websites wherein information is created, exchanged or provided by/to third parties and individuals. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Flickr, and blogs of all types, etc.

B. City of Texas City social networking moderator: A designated City of Texas City official, approved by the Director of Information Technology and the requesting Department Head, who creates, reviews, edits, authorizes and/or allows content to be posted on any City of Texas City social media sites.

C. Article: An original posting of content to a City of Texas City social media site by a City of Texas City moderator.

D. Commenter: A City of Texas City official or member of the public who submits a comment for posting in response to the content of a particular City of Texas City article or social media content.

E. Comment: A response to a City of Texas City article or social media content submitted by a commenter.



SOCIAL MEDIA POLICY

ADOPTED NOVEMBER 2024



Purpose

Because much of our community utilizes social media for news, communications and important information, the City of Texas City has developed its own social media accounts to help inform the public about City programs, events and news.

Comments left on City of Texas City social media sites reflect the views of the commenters, not the views of this agency.

The purpose of this Social Media Policy is to establish standards, requirements and expectations regarding any official City of Texas City related social media usage. This policy applies to all official City of Texas City social media sites.

This policy also encompasses City employees' use of social media as part of their job duties, as well as accessing social media through City technical resources.

Social Media Definition

Social media means web-based technologies used to broadcast messages and participate in dialogues. Examples of social media software applications and social networking applications include, but are not limited to, the following:

- a) Facebook™ and Facebook Messenger™
- b) Instagram™
- c) YouTube™
- d) X™ (formerly Twitter)
- e) Threads™
- f) Reddit™
- g) LinkedIn™
- h) Pinterest™
- i) Nextdoor™
- j) Collaboration applications such as Wikipedia™

General Guidelines

The City of Texas City welcomes honest, civil, and productive discussions. We ask commenters to consider that City of Texas City social media feeds are viewed by all ages, sometimes including children. Please avoid profanity, slurs, personal attacks, bullying or other false information.

1. Any content posted on City of Texas City social media sites, including comments, replies and private messages are public record and may be subject to applicable public records release.
2. The City of Texas City's social media accounts are not monitored 24 hours a day, and we cannot guarantee that all comments and messages will be responded to. No one should utilize our social media accounts to seek emergency services; anyone in need of emergency assistance should call 9-1-1.
3. These terms and conditions apply to all City of Texas City social media sites.

Content Moderation

The City of Texas City invites the public to view, provide comments and engage with social media posts. As a general rule, the City of Texas City will not hide or delete comments simply because such comments are critical of the City of Texas City, a City department or its officials. However, the law allows the hiding and/or deleting of comments that are not protected speech under the First Amendment and relevant caselaw. Prohibited content includes:

- Comments advocating violence or illegal activity;
- Comments containing or linking to obscenity;
- Comments that encourage our agency to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status or any other protected class;
- Comments containing links to malware and/or malicious content;
- Duplicate comments posted repeatedly within a short period of time;
- Comments containing defamation against a specifically named person or organization;
- Comments that contain images or other content that violates the intellectual property or copyright rights of someone else, if the owner of that intellectual property notifies the City that the property was posted in a comment on the City's social media accounts;
- Comments that contain a hyperlink to any website other than those owned by the City of Texas City. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects.

When a content containing any of the above content is posted to a City of Texas City social media account, a copy or electronic record of that content may be retained or archived, pursuant to the City's records retention policy.

If City of Texas City staff hides or deletes a user's comments pursuant to these terms and conditions, the user has the right to appeal that decision by sending a letter to the City Attorney within five (5) business days.

Upon receipt of an appeal, the City Attorney will determine whether the comment contained content protected by law. If the appeal is successful the comment may be restored for public view, if possible, or the user may be permitted to repost the comment. If a determination is made that the comment was not protected by law, the user will be notified that the appeal was denied.

If it is determined that a user has violated these terms and conditions on three or more occasions within a twelve-month period, the City of Texas City may block or ban the offending user from the social media account where the violations occurred.

Public Information Act

The Texas Public Information Act was updated in 2013 to explicitly include internet postings and other electronic communications with Senate Bill 1368, meaning that social media content falls under Texas public records laws.

Records Retention

Records created through the use of social media sites are records subject to the Local Government Records Act, Subtitle C., Texas Local Government Code, et. seq., as amended, as well as the Texas Public Information Act. To ensure social media records are kept in accordance with these regulations, the City of Texas City contracts with a third-party provider to capture social media records in a continuous, automated process throughout the day, which minimizes a potential loss of data due to deletion and/or changes to the social networking site. All City of Texas City social media accounts must be archived through this third-party provider.

Creating and Maintaining Official City of Texas City Social Media Accounts

New social media accounts representing the City of Texas City and/or its various departments – including accounts that could reasonably be assumed to be an official City of Texas City account – on any platform require the permission of the City of Texas City’s Communications Department. Departments may not create their own social media sites without approval from Communications.

When considering a presence on social media, it’s important to consider goals, objectives, and audiences. Content should be timely, relevant, and consistent. Before creating an account, the director or department head should consider whether the department would be better served by working with Communications to utilize the City’s primary social media pages.

Prohibited Platforms

In accordance with Senate Bill 1893, the City of Texas City prohibits the installation or use of TikTok (or any successor application) on any device owned by the City of Texas City. The installation of other apps or programs owned by TikTok’s parent company, ByteDance, on City-owned devices is also prohibited. These prohibited programs include, but are not limited to, CapCut, Hypic, and Lemon 8.

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party’s ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business.

Following the issuance of the Governor’s directive, the 88th Texas Legislature passed Senate Bill 1893, which prohibits the use of covered applications on governmental entity devices.

Pursuant to Senate Bill 1893, any political subdivision of this state, including a municipality, county, or special purpose district, must establish a covered applications policy. Therefore, this policy applies to all City of Texas City full- and part-time employees, contractors, paid or unpaid interns, and other users of City networks. All City employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the Governor under Government Code

Section 620.005.

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all City-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

The City will identify, track, and manage all City-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a City-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a City-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

The City will manage all City-owned or leased mobile devices by maintaining the ability to implement the security measures listed below as applicable:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications;
- b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices;
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices; or
- d. Other City-implemented security measures as needed.

To provide protection against ongoing and emerging technological threats to the City’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state. DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy. If the Governor identifies an item on the DIR-posted list described by this section, then the City will remove and prohibit the covered application. The City may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

The City may permit exceptions authorizing the installation and use of a covered application on a City-owned or -leased device consistent with the authority provided by Government Code Chapter 620. Government Code Section 620.004 only allows the City to install and use a covered application on an applicable device to the extent necessary:

- (1) For providing law enforcement; or
- (2) For developing or implementing information security measures.

If the City authorizes an exception allowing for the installation and use of a covered application, then the City must use measures to mitigate the risks posed to the State during the application's use including any measures that the City deems appropriate and reasonable to support the purpose of this policy. The City shall document whichever measures it took to mitigate the risks posed to the State during the use of the covered application.

The City of Texas City requires any employee or official to consult with the City Attorney and the Chief of Police prior to seeking an exception to installing an application covered by this policy. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

Logins and Passwords

All City social media accounts should be created using a City of Texas City email address. No personal accounts or personal email addresses should be used with any City social media accounts. The director of the department must always know the current login and password. In addition, a designated member of the Communications Department should be added as an administrator with full access and rights to the page.

Account Administrators/Contributors

Only current City of Texas City employees may be administrators, contributors, etc. on a City of Texas City social media page. It is the responsibility of the managing department to remove any former employees from these roles. Volunteers, business owners, members of the community are not permitted to have any administrative access to City of Texas City social media accounts.

Directors may delegate authority to employees to serve as account administrators to determine and establish social media activity for their department. However, the Communications Department is responsible for distribution of public information on behalf of the City of Texas City. The Communications Department and the Mayor's Office have the ultimate authority over social media activity covered by this Policy.

Content

Any outgoing messages shall be based on current, accurate, complete and relevant information. The City of Texas City will take all reasonable steps to assure the validity of information communicated via any channel, but it is the employees' responsibility to assure accuracy in the first instance. Anecdotes and opinions shall be identified as such.

City of Texas City employees shall protect privileged and confidential information from public disclosure on social media sites. Internal communications, personal information belonging to customers and citizens, and privileged information may not be published online in any form. For help in determining what information may be publicly disseminated, contact the Communications Department or the City Attorney's Office.

Content posted online should not violate any applicable laws (i.e. copyright, fair use, financial disclosure, or privacy laws).

Messages posted shall not contain content that may reasonably be considered offensive to other individuals. Offensive material includes, but is not limited to: sexual comments, racial slurs, gender-specific comments, or any comments, jokes or images that may offend someone on the basis of race, color, religion, gender, sexual orientation, pregnancy status, national origin, ethnicity, citizenship status, age, physical or mental disabilities, political affiliation or beliefs. Any use of social media to harass or discriminate is strictly prohibited by the City of Texas City.

Content should be relevant and up-to-date. If original content has not been posted on a City of Texas City social media page in a month or longer, the Communications Department will evaluate if the account is needed and/or useful.

Use of City Equipment/Resources

Use of the Internet with City of Texas City networking or computing resources must only be used for business-related activities. Per the Information Technology Department's Acceptable Use Policy, using a City device and/or City networks for personal social media is not approved.

Employees' Personal Use of Social Media

These guidelines are meant to ensure that personal social media use does not negatively impact the work or workplace relationships of City of Texas City employees:

- Employees should refrain from personal use of social media while on duty.
- An employee who chooses to use City of Texas City technical resources for personal social media activity should be advised that he/she has no right of privacy as to any information created using the City's technical resources. Such information may be subject to disclosure through open records requests.
- Employees may not use their City of Texas City email address in conjunction with a personal social media account.
- Employees do not need to identify themselves as City of Texas City employees on their personal social media accounts. If an employee chooses to do so, that employee shall make it clear to any readers that the views expressed are theirs alone and do not represent the views and opinions of the City.
- When discussing the City of Texas City or City of Texas City-related matters, an employee should make it clear that he/she is speaking for themselves and not on behalf of City of Texas City, unless they have been explicitly approved and/or instructed to do so. When possible, a disclaimer should accompany the content. An example disclaimer could be, "The opinions and content are my own and do not necessarily represent the City of Texas City's position or opinion."
- The use of discrimination (including age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender, gender expression, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under federal, state, or local laws, regulations, or ordinances) in published content that is affiliated with City of Texas City will not be tolerated.

Given the nature of social media, it is reasonable to expect that one's social media posts may be viewed, copied, forwarded, printed or otherwise shared with multiple people. Employees should refrain from posting any information, rumors, gossip, photos, video or audio of coworkers, clients, customers and vendors of the City, unless they have consent from the other individual(s).

RESOLUTION NO. 2024-149

A RESOLUTION UPDATING THE CITY OF TEXAS CITY'S SOCIAL MEDIA POLICY AND ADOPTING IN THE POLICY THE PROHIBITING OF THE INSTALLATION AND USE OF CERTAIN SOCIAL MEDIA APPLICATIONS COVERED BY CHAPTER 620 OF THE TEXAS GOVERNMENT CODE ON ANY DEVICE OWNED OR LEASED BY THE CITY AND REQUIRING REMOVAL OF THE APPLICATION FROM THOSE DEVICES IF ALREADY INSTALLED; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, under Texas S.B. 1893, the City is required to adopt a policy prohibiting the installation and use of certain social media applications covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed; and

WHEREAS, the City will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership. An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City hereby approves the adopting a policy prohibiting the installation and use of certain social media applications covered by Chapter 620 of the Texas Government Code on any device owned or leased by the City and requiring removal of the application from those devices if already installed and attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (k)

Meeting Date: 11/06/2024

Replacement of 40-Year-Old Fuel System at Pump Station B

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approval of the purchase of a new fuel system to replace the existing 40-year-old system at Pump Station B.

BACKGROUND (Brief Summary)

The current fuel system for Pump Station B was installed when the pump station was originally constructed 40 years ago. The new system will consist of a single 25,000 gallon double wall fire rated tank, new pumps, and hardware. We are purchasing this from Liberty Equipment Sales, Inc. via the Choice Partners Purchasing Cooperative contract number 24/016MR-03 for the total sum of \$190,352.00. Liberty Equipment has been maintaining and installing our fuel systems for many years and we have found their response and expertise to be more than satisfactory. This purchase is funded through the 2024-2025 City of Texas City budget account number 602303-55350. A quotation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that this purchase be approved by the City Commission.

Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution

LIBERTY EQUIPMENT SALES, INC

15115 Claypool St Houston, TX 77032

CITY OF TEXAS CITY

10/22/2024

CHOICE PARTNER Contract Number: 24/016MR-03

QTY	PART #	DESCRIPTION	LIST	TOTAL
		25,000 FIREGUARD		
		STI Fireguard double wall fire rated		
1		finished white -	\$ 84,099.00	\$ 84,099.00
1		TANK DELIVERY	\$ 4,000.00	\$ 4,000.00
1	signs	SIGNS FOR TANK	\$ 800.00	\$ 800.00
2	fe petro	1.5 HP 3 PH SUB PUMP	\$ 6,599.00	\$ 13,198.00
2		leak detectors	\$ 668.00	\$ 1,336.00
2		leak detectors tee housing	\$ 345.00	\$ 690.00
2	flexing	1.5" x 24 mxm flex connector w swl	\$ 525.00	\$ 1,050.00
1		overflow valves	\$ 3,950.00	\$ 3,950.00
1	baker	32 gal spill box w 3" opening stainless steel	\$ 8,843.00	\$ 8,843.00
1		2" dry disc connect w viton seals	\$ 800.00	\$ 800.00
1		2" alum dust CAP	\$ 250.00	\$ 250.00
2		4" CAP cap for stick	\$ 199.00	\$ 398.00
4		2" caps	\$ 133.00	\$ 532.00
1		4" fill cap low profile	\$ 225.00	\$ 225.00
1		4" swl fill adpt	\$ 525.00	\$ 525.00
8		4" t-cap	\$ 299.00	\$ 2,392.00
1		2" stand vent cap	\$ 275.00	\$ 275.00
4		1.5" ball valves	\$ 675.00	\$ 2,700.00
1		2" ball valves	\$ 555.00	\$ 555.00
1		2" SWING CHECK	\$ 899.00	\$ 899.00
2		IN LINE FILTERS	\$ 555.00	\$ 1,110.00
2		IN LINE FILTERS	\$ 444.00	\$ 888.00
1	EVO200	EVO 200D	\$ 3,960.00	\$ 3,960.00
1		PRINTER	\$ 999.00	\$ 999.00
1		surge supressor	\$ 371.00	\$ 371.00
1		INSTALL KIT	\$ 425.00	\$ 425.00
1		DSL FLOAT	\$ 425.00	\$ 425.00
1		125" AST PROB	\$ 3,144.00	\$ 3,144.00
1		RK	\$ 1,475.00	\$ 1,475.00
1		RA2	\$ 994.00	\$ 994.00
2		ULS	\$ 897.00	\$ 1,794.00
1000		BELDON CABLE	\$ 4.25	\$ 4,250.00
1		2" PIPING pipe & fitting	\$ 8,000.00	\$ 8,000.00
1		misc parts & electrical fittings	\$ 7,000.00	\$ 7,000.00
7		installation	\$ 3,500.00	\$ 24,500.00
1		delivery	\$ 3,500.00	\$ 3,500.00
				\$ 190,352.00
		10-12 week Delivery time		

RESOLUTION NO. 2024-151

A RESOLUTION APPROVING THE PURCHASE OF A NEW FUEL SYSTEM AT PUMP STATION B THROUGH CHOICE PARTNERS PURCHASING COOPERATIVE CONTRACT NO. 24/016MR-03; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The current fuel system for Pump Station B was installed when the pump station was originally constructed 40 years ago. The new system will consist of a single 25,000 gallon double wall fire rated tank, new pumps, and hardware; and

WHEREAS, the Public Works Department request approval to purchase this fuel system from Liberty Equipment Sales, Inc. through the Choice Partners Purchasing Cooperative Contract No. 24/016MR-03 for the total sum of \$190,352.00.

WHEREAS, funds are available in the 2024/25 Fiscal Year Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of a fuel system from Liberty Equipment Sales, Inc. through the Choice Partners Purchasing Cooperative Contract No. 24/016MR-03 for the total sum of \$190,352.00..

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

ATTEST:

Rhomari D. Leigh
City Secretary

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (I)

Meeting Date: 11/06/2024

Consider and take action regarding the Master Plan for Marlow Lake North Subdivision

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Curt Kelly, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action regarding the Master Plan for Marlow Lake North Subdivision.

BACKGROUND (Brief Summary)

The City Commission previously gave preliminary zoning approval to the rezoning of the Marlow Lake North master planned community from District A-1 Single Family Residential to District I Planned Unit Development on March 16, 2022. However, neither the subdivision master plan nor the development agreement were presented to the City Commission at that time.

The owner, SSLT, Inc., proposes to develop a 71.6 acres site on S.H.3, immediately north of the Marlow Lake Development, to provide approximately 161 single family lots with lot widths ranging from 50' to 70'. The proposed lot mix is:

50' x 120'	60 lots	29%
60' x 120'	114 lots	53%
70' x 120'	39 lots	18%

Under the District I Planned Unit Development zoning designation, a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. Approximately 22.4 acres of the site is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79.

The Subdivision Master Plan is scheduled to be presented to the Planning Board at its meeting on Monday, November 4, 2024. The Master Plan previously presented with the PUD application in 2022 proposed to develop 158 single family homes at approximately 2.0 units per acre. The revised Master Plan proposes to develop 161 lots which maintains the approximate density.

RECOMMENDATION

Staff will present the recommendation of the Planning Board regarding the Master Plan when made at its meeting scheduled for November 4, 2024.

Fiscal Impact

Attachments

Staff Report - Marlow Lake North - Planning Board Meeting 02-07-2022


Staff Report - Marlow Lake North - Zoning Commission Meeting 2.22.2022

attachment

Resolution

Memo

To: Planning Board – Regular meeting February 7, 2022

From: Kim Golden, Engineering & Planning 

cc: Doug Kneupper, P.E.

Date: February 3, 2022

Re: Request to Rezone Marlow Lake North Tract from District A-1 - Single Family Residential to District I – Planned Unit Development.

Marlow Lake North - The owner, SSLT, Inc., proposes to develop a 68.355 acres site on S.H.3, immediately north of the Marlow Lake Development, to provide approximately 158 single family lots ranging from 6,000sf to 16,000sf with lot widths ranging from 50' to 70'. Home values are expected to range from \$200,000 to over \$300,000. The proposed lot mix shown on Exhibit C is:

50' x 120'	69 lots	44%
60' x 120'	66 lots	42%
70' x 120'	23 lots	14%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces.

Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79.

Existing conditions: The site is located west of S.H.3, south of Gulf Coast Water Authority Drainage Canal and north of the Marlow Lake Development. There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30ft wide pipeline easement runs along the western boundary of the property.

The subject location is presently zoned District A-1 and adjacent to areas of current and ongoing residential development. The adjacent properties to the east and south were recently rezoned to District I for the development of the Marlow Lake Subdivision. The Lone Trail Village Subdivision is also zoned District I. Both subdivisions are under construction. Sections 1 through 5 of Lone Trail Village are complete with occupied residences. Section 6 is under construction and in the process of final acceptance. The infrastructure is complete or under construction in Sections 1 through 3 of Marlow Lake Subdivision. The Final Plat and construction drawings for Section 4 of Marlow Lake are in review and on track for presentation to the Planning Board soon. The property to the north and west are undeveloped and presently zoned A-1.

Staff Analysis: In reviewing the Masterplan, the total lot yield of 158 single family homes is approximately 2.0 units per acre. The Development Agreement includes a building regulation that requires a residential structure to consist of a minimum of 60% brick, and for residential structures adjacent to S.H. 3 or within 300ft of S.H. 3 or visible from S.H. 3 and 100% of total exterior walls which may be seen from any public thoroughfare to be constructed of brick, stone or masonry. Staff recommends adding a provision which specifically excludes "hardeboard" from the definition of masonry.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit C, Land Use Plan incorporates walking/jogging trails as well as a 1.4 acre park/green space and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails and benches. The plan does not show fountains within the lake. The size of the park shown exceeds the minimum requirements of one-half acre per 100 homes. The park encompasses some of the green space between the lake side homes and the amenity pond.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Moses Lake Tract. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of the detention pond, parks and common areas. The HOA document should include strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision will be from SH 3 and through Marlow Lake Subdivision.

Existing conditions: The site is located west of S.H.3, south of Gulf Coast Water Authority Drainage Canal and north of the Marlow Lake Development. There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30ft wide pipeline easement runs along the western boundary of the property.

The subject location is presently zoned District A-1 and adjacent to areas of current and ongoing residential development. The adjacent properties to the east and south were recently rezoned to District I for the development of the Marlow Lake Subdivision. The Lone Trail Village Subdivision is also zoned District I. Both subdivisions are under construction. Sections 1 through 5 of Lone Trail Village are complete with occupied residences. Section 6 is under construction and in the process of final acceptance. The infrastructure is complete or under construction in Sections 1 through 3 of Marlow Lake Subdivision. The Final Plat and construction drawings for Section 4 of Marlow Lake are in review and on track for presentation to the Planning Board soon. The property to the north and west are undeveloped and presently zoned A-1.

Staff Analysis: In reviewing the Masterplan, the total lot yield of 158 single family homes is approximately 2.0 units per acre. The Development Agreement includes a building regulation that requires a residential structure to consist of a minimum of 60% brick, and for residential structures adjacent to S.H. 3 or within 300ft of S.H. 3 or visible from S.H. 3 and 100% of total exterior walls which may be seen from any public thoroughfare to be constructed of brick, stone or masonry. Staff recommends adding a provision which specifically excludes "hardeboard" from the definition of masonry.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit C, Land Use Plan incorporates walking/jogging trails as well as a 1.4 acre park/green space and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails and benches. The plan does not show fountains within the lake. The size of the park shown exceeds the minimum requirements of one-half acre per 100 homes. The park encompasses some of the green space between the lake side homes and the amenity pond.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Moses Lake Tract. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of the detention pond, parks and common areas. The HOA document should include strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision will be from SH 3 and through Marlow Lake Subdivision.

Water and sewer facilities will be extended through the Marlow Lake Subdivision. As previously indicated, the construction of infrastructure is in progress within Marlow Lake Subdivision.

Drainage and stormwater management will be provided through the detention pond amenity which is an active sand mine at this time. The Developer will be responsible for closing the mine and making the modifications necessary for the retention pond.

Action by the Planning Board: The Planning Board's role is to review and recommend approval of the Masterplan, Development Agreement and PUD Application to the Zoning Commission. The Planning Board may recommend approval of the Masterplan as submitted, approval with conditions or denial of the submittal. The Masterplan, Development Agreement and PUD Application provides the pathway for the developer to move forward with the project and submit preliminary plats, final plats and construction plans for developing the residential sections. Upon action by the Planning Board, the application for rezoning will be referred to the Zoning Commission for further consideration and ultimate recommendation to the City Commission. The City Commission is the final authority for the rezoning.

City staff has reviewed this Subdivision Masterplan, Development Agreement and PUD Application and has no objections to the Developer's request. Staff recommends that any approval be conditioned upon the designation of specific park amenities with submission of the preliminary plat and the designation of a construction schedule for all amenities with submission of the final plat. Staff also recommends the condition that the Development Agreement specify "hardboard or other cementitious materials are excluded from the definition of masonry as used in the Development Agreement."

**TEXAS CITY PUD APPLICATION
MARLOW LAKE NORTH DEVELOPMENT**

**Submitted by
SSLT, Inc.**

January 2022

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6. Utilities.....	7

Texas City PUD Application

The following application is submitted under Section 160.050 District I, Planned Unit Development (PUD)

1. Introduction

Purpose

This application has been prepared on behalf of SSLT, Inc. ("Owner"), pursuant to the City of Texas City's ("City") ordinances related to a Planned Unit Development ("PUD"). The purpose of the PUD is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive development. This PUD will establish development regulations and standards that will ensure a quality development, consistent with the intent of the Texas City Subdivision and Zoning Ordinances.

2. Project Description

Project Overview

The Owner intends to develop an approximately 68.4-acre tract on SH 3, immediately north of the Marlow Lake development. Upon completion, the community will consist of approximately 158 single family lots, ranging from 6,000 square feet to approximately 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000, with lot sizes ranging from 50' to 70' front width. Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention basin and amenity lake. The project will be part of Galveston County Municipal Utility District No. 79 ("The District"). The Owner is submitting this application to establish the parameters of development for the community and the obligations of both the Owner and the City.

Existing Conditions

As previously stated, the site is located west of SH 3, south of Gulf Coast Water Authority Drainage Canal, and north of the Marlow Lake Development. (see attached aerial map "Exhibit A" and property survey "Exhibit B"). There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30' wide pipeline easement runs along the western boundary of the property and the northwest portion of the property is adjacent by a 135' wide Gulf Coast Water Authority Drainage Canal ROW.

The majority of land immediately surrounding the development is residential or undeveloped.

Area Mobility

SH 3 provides access to the proposed development site. A local street will be developed within the property to provide circulation in and through the development. The local street will connect from SH 3 to the existing Central Park Drive in Marlow Lake. This road will be built in phases as the project develops.

3. Roadways and Circulation

Neighborhood Collector

As mentioned, the neighborhood collector will connect from SH 3 to the existing Central Park Drive in Marlow Lake. This will have a 60-foot wide right of way and 30-foot paving section. Lots will have direct access to the collector street.

Local Streets

There will be local streets that are internal roadways providing access to residential lots. Local Streets will have a 60-foot right of way and 30-foot paving section. Sidewalks will be installed by the homebuilder, according to Texas City Requirements, at the time each home is constructed. Within the local streets there will be several cul-de-sac streets. Cul-de-sac streets more than 600-feet will be limited to a maximum of 30 lots.

4. Project Details

1. The site is located west of SH 3, south of Gulf Coast Water Authority Drainage Canal, west of the existing sand mining operation, and north of the Marlow Lake Development. (see attached aerial map "Exhibit A" and property survey "Exhibit B").
2. The development will consist of approximately 158 single family lots. The lots will range from an average size of 6,000 square feet to approximately 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50'x120', 60'x120', and 70'x120', with the 70' wide lots being adjacent to the proposed amenity lake (see attached land plan "Exhibit C"). The community will include a 1.4-acre park/green space, and landscaped entry reserves.
3. The existing sand mining operation will be converted to an amenity lake to serve the community. The amenity will feature walking trails, open space, and gathering areas along the trail.
4. The density is approximately 2.0 units per acre, a decrease compared to the standard subdivision densities due to the on-site detention and amenity basin called Marlow Lake.
5. The existing sand mining operation is a non-residential use, which is to be converted to an amenity lake. There are no proposed non-residential uses included in the planned land-use development plan.
6. All home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.

The property has slight elevation changes, which will be slightly modified during the development process. The property will drain to the east, into the existing amenity lake.

Development Agreement

It is acknowledged that the land within the PUD is subject to a proposed Development Agreement with the City. The Owner's agreement includes detailed information as it relates to housing requirements,

landscape maintenance, HOA, and the standards and conditions that will govern the development of the property.

Owner Obligations

Upon adoption of the PUD, Owner will commit to the following:

1. The property will be developed under the general schedule presented in “Exhibit E” in one or two sections. Due to market conditions, one large section of development may be the most economical option for construction and lot delivery purposes. The potential section division line is shown on “Exhibit C”.
2. At a minimum Owner will provide green space and amenities, similar to those delineated in “Exhibit C” and “Exhibit D”.
3. Before any housing units are constructed, Owner will form a homeowner’s association (“HOA”) covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Owner will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

Upon adoption of the PUD, the City will approve the following:

1. The City will not object unreasonably or without cause to the annexation of the property into Galveston County Municipal Utility District No. 79.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD, to the extent allowed by law.
3. The City will consent to vehicular and pedestrian access from SH 3 through the property.

5. Proposed Land Use

The proposed Conceptual Land Plan for the Marlow Lakes North development, as illustrated in Exhibit C, shows the preliminary location of all residential and open space/recreational areas. The density is approximately 2.0 units per acre, a decrease compared to the standard subdivision densities due to the on-site detention and amenity basin called Marlow Lake.

Upon completion, the community will consist of approximately 158 single family lots, ranging from 6,000 square feet to approximately 16,000 square feet. The community will include a 1.4-acre park/green space, and landscaped entry reserves (See the Open Space plan “Exhibit D”), and a 22.4-acre amenity lake with walking trail and gathering areas. According to the proposed land plan, there will be no non-residential uses and all home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.

The stormwater detention is located along the eastern portion of the tract, adjacent to SH 3. The proposed infrastructure will create on-site storm water detention utilizing a permanent lake that will also allow for recreational amenities and open space features.

In conjunction with the standards established within the PUD, the Owner intends to create a quality development with cohesive design standards and deed restrictions that will result in a strong sense of community and consistent architectural theme within the project.

Table 1 below illustrates the composition of land uses proposed for the development.

Table 1: Composition of Land Usage

Land Use	Total Acres (Approximate)	Percentage (Approximate)
Single Family Residential	31.74	46.4%
Drainage, Detention, Amenity Lake	22.4	32.7%
Open/Green space	2.5	3.7%
Other (including Road, ROW, Easements, etc.)	11.76	17.2%
Total	68.4	100%

Open Space / Parkland Dedication

Significant recreational space, landscape and open space will be included within Marlow Lake North PUD. In total, approximately 36 percent of the overall land is planned to be developed into stormwater detention, parks and/or other open spaces. This includes an approximately 22.4-acre lake that provides stormwater detention in the eastern portion of the community.

The City of Texas City parks and open space requirements states that one half acre for every 100 proposed dwelling units to be dedicated to the City for the use of parks. Based on the estimated number of single-family residences, which is approximately 158 lots, one acre is required to be dedicated to parkland. Compliance with the parks and open space requirements for land dedication will be accomplished with the reserves between the lots, which provide access to the amenity lake, as well as the area between the back of lots and top bank of the detention basin/amenity lake.

Pipeline easements, drainage easements and other areas not already dedicated as open space will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the HOA of the development.

Land Use and Zoning

The Marlow Lakes North PUD will be developed in one or two sections, depending on market conditions, and use will be single-family residential.

Lot Size (Zoning Designation)	% of Total Residential Lots
50' x 120' (A)	44%
60' x 120' (A)	42%
70' x 120' (A-1)	14%

6. Utilities

Water & Wastewater

All water and wastewater utilities for the development will be provided by the City. It is assumed the City has adequate wastewater collection and treatment capacity for the project. Any upgrades and/or improvements will be addressed in the Development Agreement, or the Utility Service Agreement entered between the Owner, the City, and the District as applicable, for the project to be approved concurrently with this PUD.

The current plan is to pump the wastewater from a proposed, on-site lift station, through a force main, to the existing gravity sewer line in Lone Trail Village. The proposed force main will go through Marlow Lake Section 4 and parallel an existing force main that serves Marlow Lake. Detailed design calculations will be provided prior to construction plans being approved by the City.

Detention

It is contemplated that on-site storm water detention will be provided throughout the project utilizing a permanent lake. A drainage report or memorandum will be presented to Galveston County Drainage District No. 2 for review and approval prior to the City's approval. The District shall maintain the detention areas and may enter into a maintenance agreement with the HOA or appropriate entity for their portion of the maintenance expense. The reserves within the development and amenity portions of the lake will be maintained by the HOA or appropriate entity at a higher level of service so the amenity areas of the lake are a usable greenspace for the community.

The permanent lake, known as Marlow Lake, will be converted from the existing sand mining operation. This process may include bringing in clay to act as a liner for the lake to help it retain water and adding aeration features to prevent stagnant water. Conversion of the sandpit to the lake including construction of the amenity package shall occur once the 75th building permit in Marlow Lake North is requested for the conversion and construction of the amenity package.

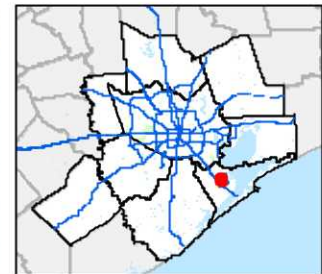
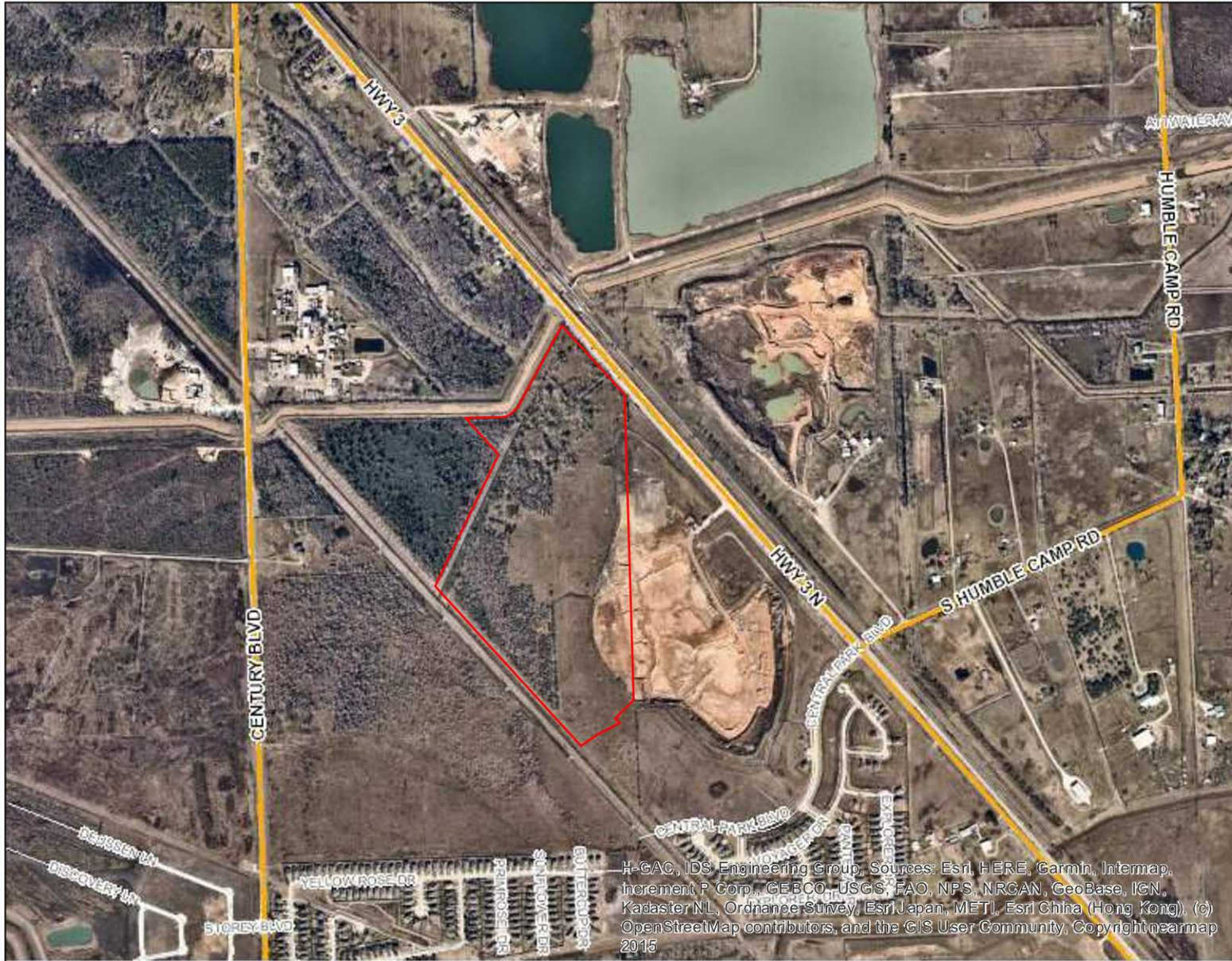
Storm Drainage

The project will utilize a series of swales, culverts and roadway conveyance systems that will move storm water runoff to the basin through several outfall locations, subject to the City and Galveston County Drainage District No. 2's review and approval. The property has slight elevation changes, which will be modified during the development process. The property will drain south and east, into Marlow Lake.

Flood Levels and Potential Flooding

The property is above the 100-year floodplain.

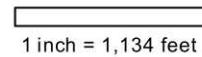
Exhibit A
Aerial Map



H-GAC, IDS Engineering Group, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Copyright nearmap 2015

MARLOW LAKES NORTH AERIAL EXHIBIT

Print Date: 5/5/2021 4:12:03 PM IDS Engineering Group



Disclaimer: This web site represents the information that has been made available for the use of this system and does not necessarily include the most complete and/or accurate data. IDS Engineering Group does not warrant its accuracy or completeness. Verification should be done as necessary.

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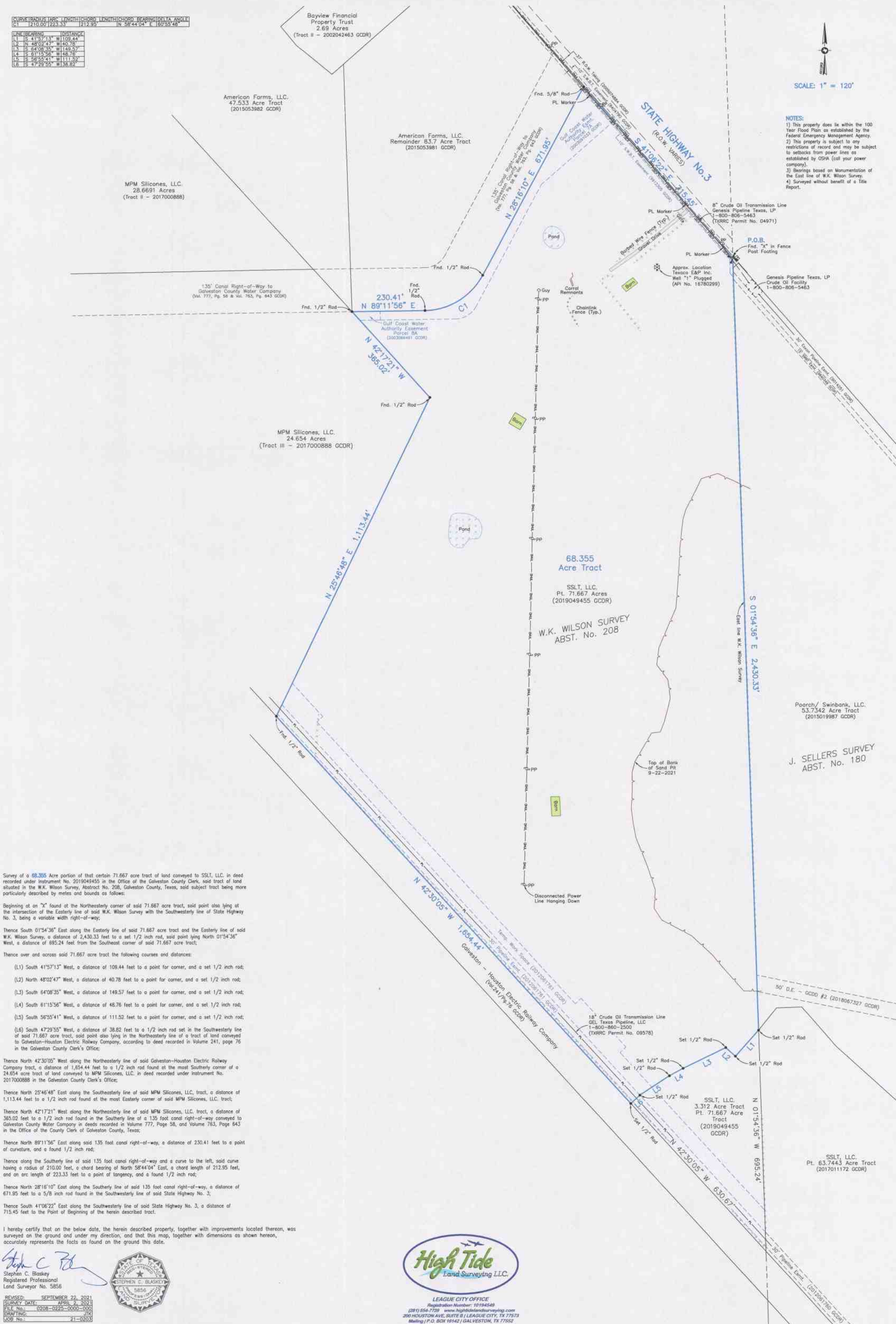
Exhibit B Survey

CURVE	RADIUS (ARC LENGTH)	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	210.00 (223.33)	212.95	N 58°44'04" E	18°05'48"

LINE	BEARING	DISTANCE
1	S 41°57'13" W	109.44
2	N 48°02'47" W	40.78
3	S 64°08'35" W	149.57
4	S 61°15'56" W	48.76
5	S 96°55'41" W	111.52
6	S 47°29'55" W	38.82

SCALE: 1" = 120'

NOTES:
 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
 3) Bearings based on Monumentation of the East line of W.K. Wilson Survey.
 4) Surveyed without benefit of a Title Report.



Survey of a 68.355 Acre portion of that certain 71.667 acre tract of land conveyed to SSLT, LLC, in deed recorded under Instrument No. 2019049455 in the Office of the Galveston County Clerk, said tract of land situated in the W.K. Wilson Survey, Abstract No. 208, Galveston County, Texas, said subject tract being more particularly described by metes and bounds as follows:

Beginning at an "X" found at the Northeast corner of said 71.667 acre tract, said point also lying at the intersection of the Easterly line of said W.K. Wilson Survey with the Southwesterly line of State Highway No. 3, being a variable width right-of-way;

Thence South 01°54'36" East along the Easterly line of said 71.667 acre tract and the Easterly line of said W.K. Wilson Survey, a distance of 2,430.33 feet to a set 1/2 inch rod, said point lying North 01°54'36" West, a distance of 695.24 feet from the Southeast corner of said 71.667 acre tract;

Thence over and across said 71.667 acre tract the following courses and distances:

- (L1) South 41°57'13" West, a distance of 109.44 feet to a point for corner, and a set 1/2 inch rod;
- (L2) North 48°02'47" West, a distance of 40.78 feet to a point for corner, and a set 1/2 inch rod;
- (L3) South 64°08'35" West, a distance of 149.57 feet to a point for corner, and a set 1/2 inch rod;
- (L4) South 61°15'56" West, a distance of 48.76 feet to a point for corner, and a set 1/2 inch rod;
- (L5) South 96°55'41" West, a distance of 111.52 feet to a point for corner, and a set 1/2 inch rod;
- (L6) South 47°29'55" West, a distance of 38.82 feet to a 1/2 inch rod set in the Southwesterly line of said 71.667 acre tract, said point also lying in the Northeast corner of a tract of land conveyed to Galveston-Houston Electric Railway Company, according to deed recorded in Volume 241, page 76 in the Galveston County Clerk's Office;

Thence North 42°30'05" West along the Northeast corner of said Galveston-Houston Electric Railway Company tract, a distance of 1,654.44 feet to a 1/2 inch rod found at the most Southerly corner of a 24.654 acre tract of land conveyed to MPM Silicones, LLC, in deed recorded under Instrument No. 2017000888 in the Galveston County Clerk's Office;

Thence North 25°46'48" East along the Southwesterly line of said MPM Silicones, LLC, tract, a distance of 1,113.44 feet to a 1/2 inch rod found at the most Easterly corner of said MPM Silicones, LLC, tract;

Thence North 42°17'21" West along the Northeast corner of said MPM Silicones, LLC, tract, a distance of 365.02 feet to a 1/2 inch rod found in the Southerly line of a 135 foot canal right-of-way conveyed to Galveston County Water Company in deeds recorded in Volume 777, Page 58, and Volume 763, Page 843 in the Office of the County Clerk of Galveston County, Texas;

Thence North 89°11'56" East along said 135 foot canal right-of-way, a distance of 230.41 feet to a point of curvature, and a found 1/2 inch rod;

Thence along the Southerly line of said 135 foot canal right-of-way and a curve to the left, said curve having a radius of 210.00 feet, a chord bearing of North 58°44'04" East, a chord length of 212.95 feet, and an arc length of 223.33 feet to a point of tangency, and a found 1/2 inch rod;

Thence North 28°16'10" East along the Southerly line of said 135 foot canal right-of-way, a distance of 671.95 feet to a 5/8 inch rod found in the Southwesterly line of said State Highway No. 3;

Thence South 41°06'22" East along the Southwesterly line of said State Highway No. 3, a distance of 715.45 feet to the Point of Beginning of the herein described tract.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

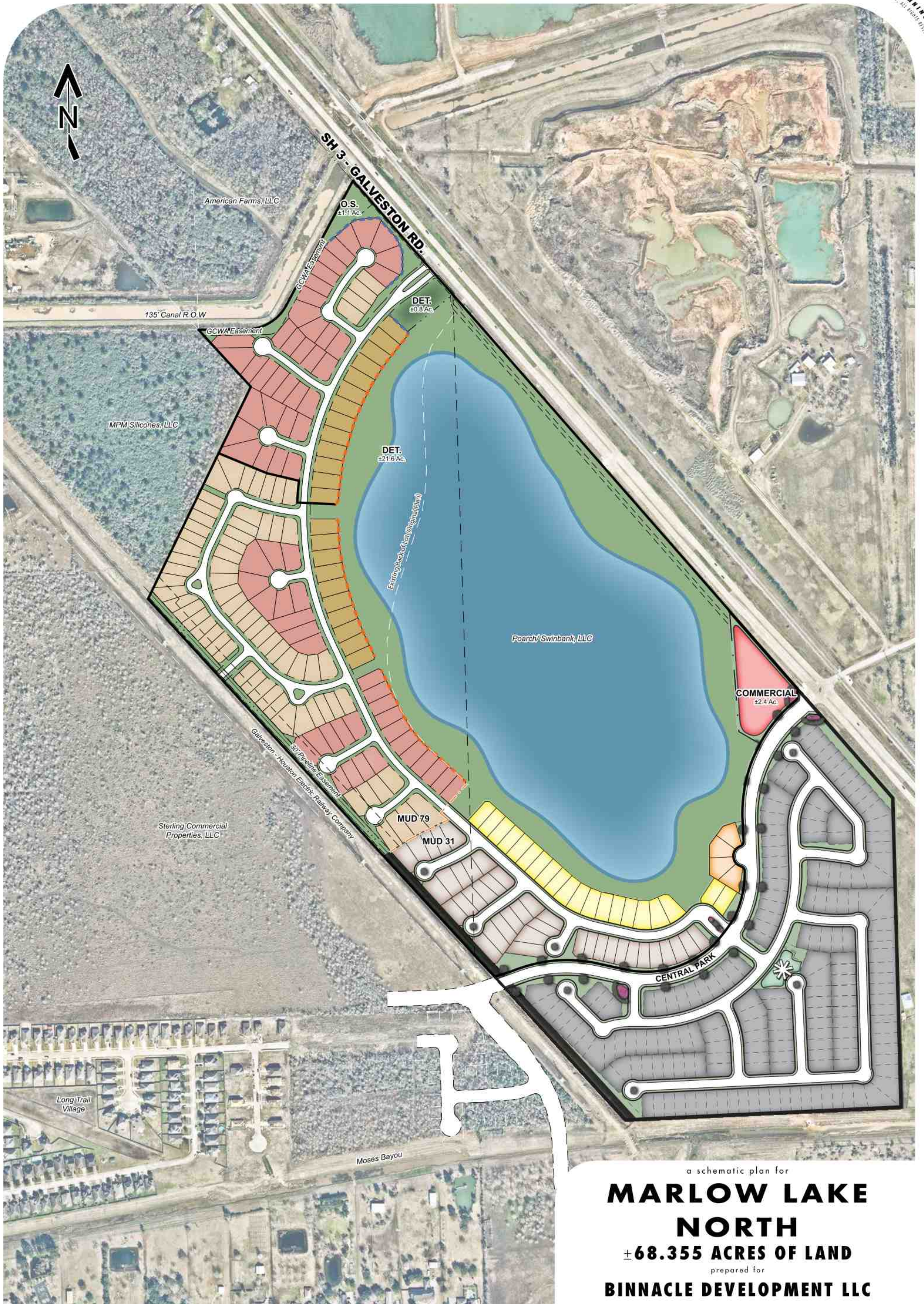
Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



LEAGUE CITY OFFICE
 Registration Number: 10194549
 (281) 554-7739 www.hightidesurveying.com
 200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77574
 Mailing / P.O. BOX 16142 | GALVESTON, TX 77552

REVISED:	SEPTEMBER 22, 2021
SURVEY DATE:	APRIL 2, 2021
FILE No.:	0208-0225-0006-030
DRAWING:	JTK
JOB No.:	21-0203

Exhibit C
Land Plan

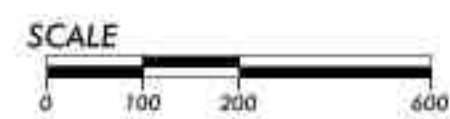


a schematic plan for
**MARLOW LAKE
 NORTH**
 ± 68.355 ACRES OF LAND

prepared for
BINNACLE DEVELOPMENT LLC



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-1-543
 DECEMBER 16, 2021

LOT SUMMARY (MUD 79)

	50'x120'	69 LOTS	44%
	60'x120'	66 LOTS	42%
	70'x120'	23 LOTS	14%

TOTAL 158 LOTS

LEGEND

	Masonry Fence
	Tubular Steel Fence

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Exhibit D
Amenity Exhibit



FENCING



PICNIC PAVILLION



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FISHING PIER



PLAYGROUND

a park and open space character for
**MARLOW LAKES
NORTH**
±71.7 ACRES OF LAND

prepared for
BINNACLE DEVELOPMENT LLC



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE: NTS

MTA-I-543
OCTOBER 13, 2021



LAKE EDGE/TRAIL



GAZEBO

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Exhibit E
Schedule

Exhibit E
Anticipated Development Timeline

PUD Application Submission	November 2021
PUD Application Approval	December 2021
Section 1 Construction Plan Submittal	February 2022
Section 1 Construction Plan Approval	March 2022
Section 1 Construction Begins	May 2022
Section 2 Construction Plan Submittal	June 2022
Section 2 Construction Plan Approval	July 2022
Delivery of Section 1 Lots and Building Permits	September 2022
Section 2 Construction Begins	September 2022
Delivery of Section 2 Lots and Building Permits	January 2023

Exhibit F
Sanitary Sewer Calculations

Marlow North PUD

Calculated Sanitary Sewer Capacity in Lone Trail Village

Q, Flow (CFS)	1.098
n, Manning's Coefficient	0.013
Diameter (FT)	0.833
Slope of Pipe (FT/FT)	0.0025
Pipe Size (IN)	10
Peak Factor	4
Assumed GPD/Connection	275
Q, Flow (Gallon per Second)	8.213
Q, Flow (Gallon per Day)	709631
Calculated Capacity (ESFC)	645
Gallon Per Day	177,408

Summary of Development to be served (ESFC)

Lone Trail Village Sec 6 (Proposed)	25
Lone Trail Village (Existing)	202
Marlow North (Proposed)	158
Marlow Lake (Existing and Proposed)	236
Total Development (ESFC)	621
Total Capacity Calculated (ESFC)	645
Capacity Remaining (ESFC)	24

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into as of June, 2021, by and between THE CITY OF TEXAS CITY, TEXAS, a municipal corporation and home-rule city of the State of Texas (the “City”), and SSLT, Inc., a Texas limited liability company (the “Developer”).

ARTICLE I. RECITALS:

1.01 Developer intends to acquire an approximately 72-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit “A” attached hereto and incorporated herein (the "Property"), and the City will approve its application for a planned unit development (the “PUD”) for the Property, as approved by action of the City Commission for the City, together with any revisions, amendments, or changes thereto approved by action of said Commission.

1.02 Developer intends to utilize the Property to develop approximately 158 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03 The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.04 The terms “City”, “Developer”, “District”, “PUD”, and “Property” shall have the meanings provided for them in the Recitals herein above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in the Agreement shall have the meanings as follows:

ARTICLE II. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from State Highway 3 (“S.H. 3”). Developer agrees to construct the entrance to the Property.

2.02 PUD Creation and Galveston County Municipal Utility District No. 79 Annexation. Developer will petition the City to create a PUD and annexation into Galveston County Municipal Utility District No 79 (the “MUD”). The City will, within 30 days after such petition, create said PUD, consent to annexation into MUD, and will execute all such documentation and take all such action as may be reasonably requested by Developer, PUD, or MUD in connection therewith. The use and development of the Property before and after annexation shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities

and streets (the “Infrastructure”) per City standards, the City will accept, own, and maintain the Infrastructure.

ARTICLE III. OBLIGATIONS OF THE DEVELOPER

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners’ association(s), which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the “Non-City Improvements”). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that “three-phase” power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as reasonably determined by the City. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub- developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.04 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

3.05 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For residential structures adjacent to S.H. 3, within 300 feet of SH 3, or seen from any public thoroughfare or visible from S.H. 3, 100% of the total exterior walls shall be constructed of brick, stone, or masonry.

**ARTICLE IV.
TERM AND DEFAULT**

4.01 Term. This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

- (a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- (b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

**ARTICLE V.
MISCELLANEOUS PROVISIONS**

5.01 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.02 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kyle Dickson
Email: _____

If to the Developer, to:

SSLT, Inc.
11529 Wincrest
Dickinson, TX 77539 Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.03 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.04 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.05 Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas.

5.07 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.08 Modification; Exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibit attached to this Agreement are incorporated by this reference for all purposes.

5.09 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding

agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

SSLT, Inc.


By: _____
Name: _____
Title: _____

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

Legal Description

Memo

To: Zoning Commission – Special Called Meeting – February 22, 2022

From: Kim Golden, Engineering & Planning 

cc: Doug Kneupper, P.E.

Date: February 18, 2022

Re: Request to Rezone Marlow Lake North Tract from District A-1 - Single Family Residential to District I – Planned Unit Development.

Marlow Lake North - The owner, SSLT, Inc., proposes to develop a 68.355 acres site on S.H.3, immediately north of the Marlow Lake Development, to provide approximately 158 single family lots ranging from 6,000sf to 16,000sf with lot widths ranging from 50' to 70'. Home values are expected to range from \$200,000 to over \$300,000. The proposed lot mix shown on Exhibit C is:

50' x 120'	69 lots	44%
60' x 120'	66 lots	42%
70' x 120'	23 lots	14%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces.

Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79.

Existing conditions: The site is located west of S.H.3, south of Gulf Coast Water Authority Drainage Canal and north of the Marlow Lake Development. There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30ft wide pipeline easement runs along the western boundary of the property.

The subject location is presently zoned District A-1 and adjacent to areas of current and ongoing residential development. The adjacent properties to the east and south were recently rezoned to District I for the development of the Marlow Lake Subdivision. The Lone Trail Village Subdivision is also zoned District I. Both subdivisions are under construction. Sections 1 through 5 of Lone Trail Village are complete with occupied residences. Section 6 is under construction and in the process of final acceptance. The infrastructure is complete or under construction in Sections 1 through 3 of Marlow Lake Subdivision. The Final Plat and construction drawings for Section 4 of Marlow Lake are in review and on track for presentation to the Planning Board soon. The property to the north and west are undeveloped and presently zoned A-1.

Planning Board Review: The Planning Board considered the Masterplan and Development Agreement at its regular meeting on February 7, 2022 and recommends approval of the rezoning to District I – Planned Unit Development, and approval of the proposed Master Land Use Plan and PUD application.

Staff Analysis: In reviewing the Masterplan, the total lot yield of 158 single family homes is approximately 2.0 units per acre.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit C, Land Use Plan incorporates walking/jogging trails as well as a 1.4 acre park/green space and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails and benches. The plan does not show fountains within the lake, but the developer verbally represents an intent to place fountains in the detention pond. The size of the park shown exceeds the minimum requirements of one-half acre per 100 homes. The park encompasses some of the green space between the lake side homes and the amenity pond.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Marlow Lake North. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of the detention pond, parks and common areas. The HOA document should include strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision will be from SH 3 and through Marlow Lake Subdivision.

Water and sewer facilities will be extended through the Marlow Lake Subdivision. As previously indicated, the construction of infrastructure is in progress within Marlow Lake Subdivision.

Drainage and stormwater management will be provided through the detention pond amenity which is an active sand mine at this time. The Developer will be responsible for closing the mine and making the modifications necessary for the retention pond.

City staff has reviewed this Subdivision Masterplan, Development Agreement and PUD Application and has no objections to the zoning change request.

Staff recommends that any approval of the Master Land Use Plan, PUD Application or Development Agreement be conditioned upon the designation of specific park amenities with submission of the preliminary plat and the designation of a construction schedule for all amenities with submission of the final plat.

NOTICE to adjoining properties: In accordance with state law and city ordinances, written notice of the date, time and place of the Zoning Commission meeting together with a copy of the proposed master land use plan and the rezoning request was mailed on February 10, 2022 to adjoining property owners within 200ft of the subject location.

Copies of all written responses received prior to the public hearing will be provided to the Zoning Commission.

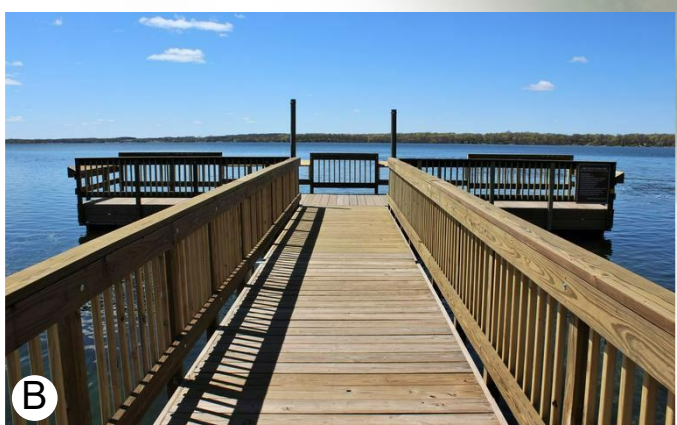
Role of the Zoning Commission: Zoning Ordinance Section 160.106 outlines the procedures for zoning change and amendments. The Zoning Commission is required to (1) conduct a public hearing following written notice being mailed to the owners of properties within 200 feet of the location of the proposed zoning; and (2) following the hearing to the review and make recommendations to the City Commission regarding the zoning change request. The Zoning Commission can recommend approval or denial of the zoning change request. It is to make a report of its action to the City Commission.

The City Commission is the final authority for approving or denying the zoning change request.



A

- LEGEND**
- A. CONCRETE WALK
 - B. FISHING/KAYAK PIER
 - C. GAZEBO
 - D. PLAYGROUND



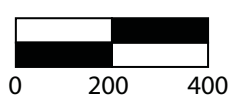
B



C



D



RESOLUTION NO. 2024-152

A RESOLUTION APPROVING A MASTER FOR THE MARLOW LAKE NORTH SUBDIVISION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS the City Commission previously gave preliminary zoning approval to the rezoning of the Marlow Lake North master-planned community from District A-1 Single Family Residential to District I Planned Unit Development on March 16, 2022. However, neither the subdivision master plan nor the development agreement were presented to the City Commission at that time; and

WHEREAS, approximately 22.4 acres of the site is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79; and

WHEREAS, the Master Plan previously presented with the PUD application in 2022 proposed to develop 158 single-family homes at approximately 2.0 units per acre. The revised Master Plan proposes to develop 161 lots which maintains the approximate density.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission hereby approves the Master Plan as submitted by SSLT, Inc. and attached hereto as **“Exhibit A.”**

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 4th day of November 2024.

Dedrick Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (m)

Meeting Date: 11/06/2024

Award contract for RFP #2024-460 to LAN, Inc.

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and take action on the award of a contract to LAN, Inc. for the development of the City's Hazard Mitigation Plan.

BACKGROUND (Brief Summary)

The City of Texas City must have a Hazard Mitigation Plan approved by FEMA every 5 years in order to be eligible for funding in the case of a disaster. The City's last plan expired 5/31/24. The Grants Administration Office assisted Emergency Management in applying to the Texas General Land Office for a grant to hire a consultant that would be tasked with leading the process to develop a new plan. The City was awarded a grant in the amount of \$100,000 to develop a new Plan. Through the City's procurement process, LAN, Inc. was chosen by the evaluation committee for the award of this contract. LAN, Inc.'s project cost is \$99,995.00.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development & Grants Administration that the Commission approve the award of a contract to LAN, Inc. in the amount of \$99,995.00 to develop a new Hazard Mitigation Plan for the City of Texas City.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$99,995

Source of Funds: GLO CONTRACT NO. 22-130-075-E800

Account #:

Fiscal Impact:

The City has been awarded a grant from the GLO to cover this expense.

Attachments

LAN, Inc. Proposal

Executed Grant Contract

Resolution

**Request for Qualifications
RFP #2024-457
Hazard Mitigation Plan Development**

**INSTRUCTIONS AND DIRECTIONS FOR COMPLETING
RFP EVALUATION MATRIX**

The City of Texas City received two (2) Request for Qualifications for the above referenced project. The specifications included the evaluation criteria that will be utilized to determine which firm submitted the best proposal. A copy of the specifications has been attached. Each committee member will need to submit the attached matrix and all scores will be averaged. If necessary, the committee may decide to interview those firms most susceptible of receiving an award and negotiate the proposal. Once the final recommendation is prepared, it will be submitted to the Mayor & Commission as a recommendation for award of the RFQ.

Please remember all information is CONFIDENTIAL and should not be discussed with the agency or released to the public. The attached evaluation form is confidential. I have also attached the Confidentiality Form which must be signed and returned to me. The process to evaluate an RFP is as follows:

- Review the specifications and become familiar with the evaluation criteria.
- Review the proposals making notes as you go relative to how well they meet the evaluation criteria.
- Evaluate each firm against the criteria, not each other.
- Score each firm in the main categories.
- Scores are given up to the percentage available in the main category with 100% total being the best.

Please begin to process your evaluation upon receipt. After completing your evaluation, return your forms to Gwynetheia Shabazz Pope. Please contact me for any questions you may have.

We appreciate your assistance with this very important project.

EVALUATION SUMMARY SHEET

Proposer Name: Lockwood, Andrews, & Newman (LAN)

EVALUATION CRITERIA	EVALUATOR SCORE	WEIGHT
1. <u>Knowledge about Hazard Mitigation Planning</u>	<u>20</u>	20%
2. <u>Experience in working with Municipal Government</u>	<u>19</u>	20%
3. <u>Experience with Federal Programs and Planning</u>	<u>20</u>	20%
4. <u>References</u>	<u>19</u>	20%
5. <u>Submission</u>	<u>16</u>	20%
TOTAL	94	100

Comments: LAN's submission is appreciated. They are a large subsidiary, but I did not

find that their proposed team for this project to be as robust as I would have liked to see.

Their submission was not as organized as i would have liked to see.

Evaluator Name: Titilayo Smith
(Printed)



GLO CONTRACT NO. 22-130-075-E800
COMMUNITY DEVELOPMENT BLOCK GRANT
LOCAL HAZARD MITIGATION PLANNING PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF TEXAS CITY**, Texas Identification Number (TIN) **17460023843** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$100,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at: <https://www.hudexchange.info/>; and
- (f) Other guidance posted at: <https://recovery.texas.gov/mitigation/programs/local-hazard-mitigation-plans/index.html>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan submitted to and approved by HUD, outlining the proposed activities to be funded by CDBG-MIT allocations granted to the state from HUD. The Action Plan is available on the GLO’s disaster recovery website at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contract” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Element A: Planning Process](#)” means Element A of FEMA’s Local Mitigation Planning Policy Guide, as amended, which outlines the planning process required of local jurisdictions when developing or updating a local hazard mitigation plan.

“[Element B: Hazard Identification and Risk Assessment](#)” means Element B of FEMA’s Local Mitigation Planning Policy Guide, as amended, which provides a tool for subrecipients to use in developing a local hazard mitigation plan to demonstrate the factual basis for proposed activities that will reduce losses from identified hazards.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. §200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[FEMA](#)” means the Federal Emergency Management Agency.

“[FEMA Approval](#)” or “[FEMA APP](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s HMP, as adopted.

“[FEMA Approval Pending Adoption](#)” or “[FEMA APA](#)” means the status letter issued by FEMA upon approval of the Subrecipient’s submitted draft HMP.

“[FEMA’s Local Mitigation Planning Policy Guide](#)” means FEMA’s official source, as amended, for defining the requirements of original and updated local mitigation plans submitted to FEMA by local jurisdictions in order to receive FEMA hazard mitigation project grant funding.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO-CDR](#)” means the Community Development and Revitalization division of the GLO.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” or “[HMP](#)” means the original or updated local hazard mitigation plans submitted by local jurisdictions to the GLO and TDEM in order to receive FEMA hazard mitigation project grant funding.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Local Hazard Mitigation Plan Program Application Guide](#)” or “[LHMPP Application Guide](#)” means GLO’s guidance that outlines the program requirements of GLO’s LHMPP.

“[Local Hazard Mitigation Plan Program](#)” or “[LHMPP](#)” means the Local Hazard Mitigation Plan Program administered by the GLO, in which funds are awarded to Subrecipients to assist them in either developing or updating their local Hazard Mitigation Plan (HMP).

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage

improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Benchmarks or deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Subrecipient](#)” means City of Texas City, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[TDEM](#)” means the Texas Department of Emergency Management.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole

discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON

FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.04 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **November 30, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property.

Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.11** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(b) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly

reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds

appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles,

manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the**

Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

8.02 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

8.03 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or

omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.04 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

8.05 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards Act (FLSA) requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the FLSA requirements applicable to each such subcontract have been satisfied.

8.06 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.07 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. §§ 200.313 and 200.216.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.08 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.09 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.10 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Texas City
P.O. Box 2608
Texas City, TX 77592
Attention: Dedrick Johnson Sr.

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.15 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without notice to the GLO.

8.16 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.17 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make

other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.22**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.14, 8.15, 8.16, and 8.17** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.22 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

8.23 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.24 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.25 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Subrecipient shall timely respond to all submitted, written citizen complaints. Subrecipient shall notify citizens of the citizen participation process including location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient’s complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
 - (ii) in a way that meets the Contract’s performance requirements; or
 - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.28 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

8.29 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 22-130-075-E800
SUBRECIPIENT CONTRACT AGREEMENT
LOCAL HAZARD MITIGATION PLANNING PROGRAM**

GENERAL LAND OFFICE

CITY OF TEXAS CITY

DocuSigned by:
Jennifer G Jones
E70CDF09B56540E...
Jennifer G. Jones

DocuSigned by:
Dedrick Johnson Sr.
Dedrick Johnson Sr.

Chief Clerk and Deputy Land Commissioner

Title: Mayor

Date of execution: 8/30/2024

Date of execution: 8/30/2024

- OGC ^{DS}
JD
- PM ^{DS}
JK
- SDD ^{DS}
AL
- DGC ^{DS}
MB
- GC ^{DS}
JG

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** GLO Information Security Appendix
- ATTACHMENT F** Contract Reporting Template

ATTACHMENTS FOLLOW

RESOLUTION NO. 2024-153

A RESOLUTION AWARDING A CONTRACT FOR RFP NO. 2024-460 TO LAN, INC. FOR THE DEVELOPMENT OF THE CITY OF TEXAS CITY'S HAZARD MITIGATION PLAN; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The City of Texas City must have a Hazard Mitigation Plan approved by FEMA every 5 years; and

WHEREAS, The Grants Administration Office assisted Emergency Management in applying to the Texas General Land Office for a grant to hire a consultant that would be tasked with leading the process to develop a new plan. The City was awarded a grant in the amount of \$100,000 to develop a new plan. Through the City's procurement process, LAN, Inc. was chosen by the evaluation committee for the award of this contract. LAN, Inc.'s project cost is \$99,995.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves LAN, Inc. to develop a Hazard Mitigation Plan in the amount of \$99,995.00 under contract for RFP No. 2024-460.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (n)

Meeting Date: 11/06/2024

Authorize signatories for Texas GLO Contractual & Financial Documents

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Discuss, consider, and adopt a resolution to update the designated authorized signatories for contractual and financial documents for GLO state contract numbers 24-065-018-E175, 22-130-075-E800, 22-085-017-D253, and 22-119-003-D373.

BACKGROUND (Brief Summary)

Currently, the authorized signatures for GLO contractual and financial documents are Mayor Johnson and CFO Rushing. Grants Administration is requesting that Titilayo Smith, Director of Community Development & Grants Administration, Jack Haralson, Director of Public Works, Joe Tumbleson, Director of Homeland Security & Emergency Management Coordinator, and Nicole Miller, Director of Recreation & Tourism, be approved as a backup for Mayor Johnson and Kelly Bender, Grants Accountant, be backup for CFO Rushing in order to avoid any processing delays in the absence of Mayor Johnson and/or CFO Rushing.

RECOMMENDATION

It is the recommendation of the Director of Community Development & Grants Administration that the Commission authorize the signatories as listed on the attached updated Depository/Authorized Signatories Designation Forms.

Fiscal Impact

Attachments

D253 Updated Authorized Signatories Form

D373 Updated Authorized Signatories Form

E175 Updated Authorized Signatories Form

E800 Updated Authorized Signatories Form

Resolution



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Texas City	Contract Number:	22-085-017-D253
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Titilayo Smith
Name	Name
Mayor	Dir of Community Development & Grants Admin
Title	Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Jack Haralson	
Name	Name
Director of Public Works	
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas First Bank	
Name of Lending Institution	
3232 Palmer Highway	
Address	
Texas City, TX 77590	
City, State, Zip Code	
Fund Account Number:	11027896

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Cynthia Rushing
Name	Name
Mayor	Finance Director
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Kelly Bender	
Name	Name
Grants Accountant	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Texas City	Contract Number:	22-119-003-D373
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Titilayo Smith
Name	Name
Mayor	Dir of Community Development & Grants Admin
Title	Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Jack Haralson	
Name	Name
Director of Public Works	
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas First Bank	
Name of Lending Institution	
3232 Palmer Highway	
Address	
Texas City, TX 77590	
City, State, Zip Code	
Fund Account Number:	11027896

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Cynthia Rushing
Name	Name
Mayor	Finance Director
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Kelly Bender	
Name	Name
Grants Accountant	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Texas City	Contract Number:	24-065-018-E175
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Titilayo Smith
Name	Name
Mayor	Dir of Community Development & Grants Admin
Title	Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Jack Haralson	Nicole Miller
Name	Name
Director of Public Works	Director of Recreation & Tourism
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas First Bank	
Name of Lending Institution	
3232 Palmer Highway	
Address	
Texas City, TX 77590	
City, State, Zip Code	
Fund Account Number:	11027896

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Cynthia Rushing
Name	Name
Mayor	Finance Director
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Kelly Bender	
Name	Name
Grants Accountant	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Texas City	Contract Number:	22-130-075-E800
---------------	--------------------	------------------	-----------------

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Titilayo Smith
-------------------------	----------------

Name

Name

Mayor	Dir of Community Development & Grants Admin
-------	---

Title

Title

Subrecipient:		Contract Number:	
---------------	--	------------------	--

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Joe Tumbleson	
---------------	--

Name

Name

Homeland Security & Emergency Management C	
--	--

Title

Title

--	--

Signature

Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Texas First Bank

Name of Lending Institution

3232 Palmer Highway

Address

Texas City, TX 77590

City, State, Zip Code

Fund Account Number:	11027896
----------------------	----------

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Dedrick D. Johnson, Sr.	Cynthia Rushing
-------------------------	-----------------

Name

Name

Mayor	Finance Director
-------	------------------

Title

Title

--	--

Signature

Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Kelly Bender	
Name	Name
Grants Accountant	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

RESOLUTION NO. 2024-154

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY UPDATING THE DESIGNATED AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND FINANCIAL DOCUMENTS FOR GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBERS 24-065-018-E175, 22-130-075-E800, 22-085-017-D253, and 22-119-003-D373; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, currently, the authorized signatures for GLO contractual and financial documents are Mayor Dedrick D. Johnson and CFO Cynthia Rushing.

WHEREAS, Grants Administration is requesting that Titilayo Smith, Director of Community Development & Grants Administration, Jack Haralson, Director of Public Works, Joe Tumbleson, Director of Homeland Security & Emergency Management Coordinator, and Nicole Miller, Director of Recreation & Tourism, be approved as a backup for Mayor Dedrick D. Johnson **and** Kelly Bender, Grants Accountant, be backup for CFO Cynthia Rushing in order to avoid any processing delays in the absence of Mayor Dedrick D. Johnson and/or CFO Cynthia Rushing.; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office; and

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised Depository/ Authorized Signatories Designation Form.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission hereby approves the following as updated signatories GLO contractual and financial documents:

Titilayo Smith, Director of Community Development & Grants Administration,
Jack Haralson, Director of Public Works,
Joe Tumbleson, Director of Homeland Security & Emergency Management Coordinator
Nicole Miller, Director of Recreation & Tourism
Kelly Bender, Grants Accountant

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (o)

Meeting Date: 11/06/2024

Police Department FY25' fleet purchase

Submitted For: Clay Pope, Police Department

Submitted By: Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

Request the approval of the purchase of police fleet vehicles for FY25.

BACKGROUND (Brief Summary)

The number of vehicles required to maintain the police fleet were calculated and quotes were obtained from Silsbee Ford for these vehicles. The quotes for the vehicles were included in the budget packet for FY 2025 and were approved. The pricing for the vehicles is in accordance with TIPS USA210907. The total price of the twelve (12) police vehicles is \$911,970.26.

RECOMMENDATION

The Chief and Command Staff recommend the purchase of these vehicles to maintain the fleet.

Fiscal Impact

Attachments

Police fleet purchase FY25' (final)
Resolution

K.

L.

Total Purchase Price

K.

L.

Total Purchase Price

PRODUCT PRICING SUMMARY
 TIPS USA 210907 Automobiles
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User:
Contact:
Email:

Product Description: FORD EXPEDITION Date: 45594

A. _____ A. Base Price: _____

B. _____

Code	Options	Bid Price	Code	Options	Bid Price
U1G	DITION 4DR 4X4 XL	1995	102A	SSV PACKA	
99T	3.5L ECOBOOST V6			NO CENTER CONSOLE	
44U	10 SPEED TRANS				

18B	RUNNING BOARDS	405	Tires: P265/70R17 AT OWL	
			Wheels: 17" Steel (Fleet)	
			MATCHING SPARE **	
			Total of B. Published Options:	\$ 2,400.00
			Published Option Discount (5%)	\$ (20.25)

C. Additional Options [not to exceed 25%] \$= %

Options	Bid Price	Options	Bid Price
PP PP-2022-EXPD-FS	1464.38	EXTERI 1000 WATT POWER INVERTER	
FULL SIZE CENTER CONSOLE INSTALLED		INTERI EXTERNAL EXTERNA EXTERNAL POWER OUT	
		LHH BL WITH 25' CA 25' CABLE WITH 25' CABLE	

		Vinyl Floor Covering	
INSTALL	\$ 3,975.00	Vinyl 2nd Row Seating	
INTERIOR LIGHT BAR R/B/W	inc	NO 3RD ROW	
REAR ARROW STICK R/B/A	inc		
SIREN / SPEAKER / HANDHELD	inc	UNIT ON THE GROUND NOW	
RUNNING BPARD LIGHTS X4 EACH SIDE 8 TOTAL	inc	IFMJU1G88REB00904	
		Total of C. Unpublished Options:	\$ 5,439.38
D.			\$ -

E. Lot Insurance (for in-stock and/or equipped veh) \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 60,614.13

I. Quantity Ordered 1 x K = \$ 60,614.13

J. Trade in: \$ -

K.

--

L.

Total Purchase Price

\$ 60,614.13

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PRODUCT PRICING SUMMARY
 TIPS USA 210907 AUTOMOBILES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY SHOP TRUCK
 Contact:

Prepared by SETH GAMBLIN
 Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: 46175

B. _____

	Code	Bid Price	Description	Bid Price	
		F2B 0			RDER CODE
99A	6.8L V8 GAS	1175			142"WB 8' BOX SRW
44F	10 SPEED TRANS	0			
90L	POWER EQUIPMENT GROUP INC		4WD	4WD UPGRADE	3795
18B	RUNNING BOARDS	320			

52B	TRAILER BRAKE CONTROLLER	INC	66S	UPFIER SWITCHES	165
				Total of B. Published Options:	\$ 5,455.00
				Published Option Discount (5%)	\$ (272.75)
C.	Unpublished Options			\$=	%
Description		Bid Price	Options		Bid Price

TRUX SERVICE BODY INSTALL 2223	13508	EXTERI INTERIOR COLOR- EARTH GRAY VINYL			
56CA		600A-O			
		142 WB 8' BOX			
TINT MAX LEGAL ALL 4	250	56CA			

				Total of C. Unpublished Options:	\$ 13,758.00
D.					
E.					\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 0 \$ -

H. Subtotal: \$ 65,465.25

I. Quantity Ordered 1 x H = \$ 65,465.25

J. Trade in: _____

\$ -

K.

L. Total Purchase Price _____

\$ 65,465.25

PRODUCT PRICING SUMMARY
 TIPS USA 210907 Automobiles
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD K9
 Contact:

Prepared by SETH GAMBLIN
 Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: 50875

B. _____

Code Bid Price

Description Bid Price

	WIP 3995				
998	3.5L V6 ECOBOOST	0			
44G	EED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BC	250			

67P	EMOTE KEYLESS ENTRY KEY FOB	340			
				Total of B. Published Options:	\$ 4,585.00
				Published Option Discount (5%)	\$ (29.50)
C.	Unpublished Options			\$=	%
Description		Bid Price	Options		Bid Price
	WHITE DOOR & ROOF PAINT		1595 EXTERI		
	SILSBEE FLEET INSTALL K9		19991.32 INTERIOR- PG MEDIUM EARTH GRAY		
			HD Poli		
			150A- EQUIPMENT GROUP		

				Total of C. Unpublished Options:	\$ 21,586.32
D.					\$ 350.00
E.					\$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 0 \$ -

H. Subtotal: \$ 77,366.82

I. Quantity Ordered 1 x H = _____ \$ 77,366.82

J. Trade in: _____

\$ -

K.

L. Total Purchase Price _____

\$ 77,366.82

PRODUCT PRICING SUMMARY
 TIPS USA 210907 Automobiles
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD PATROL
 Contact:

Prepared by SETH GAMBLIN
 Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: 50875

B. _____

Code <u>Bid Price</u>	Description <u>Bid Price</u>
-----------------------	------------------------------

WIP 3995	
998 3.5L V6 ECOBOOST 0	
44G EED TRANS AUTO	
18B BLACK PLATFORM RUNNING BC 250	

67P	EMOTE KEYLESS ENTRY KEY FOB	340			
				Total of B. Published Options:	\$ 4,585.00
				Published Option Discount (5%)	\$ (29.50)
C.	Unpublished Options			\$=	%
Description		Bid Price	Options		Bid Price
	WHITE DOOR & ROOF PAINT		1595 EXTERI		
	SILSBEE FLEET INSTALL	17391.32	INTERIOR- PG MEDIUM EARTH GRAY		
			HD Polji		
			150A- EQUIPMENT GROUP		

				UNIT ON ORDER	
				Total of C. Unpublished Options:	\$ 18,986.32
D.					\$ 350.00
E.					\$ -

F.	Contract Price Adjustment:				
G.	Additional Delivery Charge:	0			\$ -
H.	Subtotal:				\$ 74,766.82
I.	Quantity Ordered	1 x H =			\$ 74,766.82

J. Trade in: _____

\$ -

K.

L. Total Purchase Price _____

\$ 74,766.82

RESOLUTION NO. 2024-155

A RESOLUTION APPROVING THE PURCHASE OF TWELVE (12) POLICE DEPARTMENT VEHICLES THROUGH TIPS USA210907; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Finance Department requests approval for the purchase of twelve (12) vehicles for the Police Department fleet; and

WHEREAS, the commission approved the request to purchase twelve (12) vehicles in the FY25 Adopted Budget in the amount of \$911,970.26. The pricing of the vehicles was provided by Silsbee Ford in accordance with TIPS USA210907.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of twelve (12) vehicles for the Police Department fleet for a total price, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(6) (p)

Meeting Date: 11/06/2024

Chief Financial Officer

Submitted For: Cynthia Rushing, Finance

Submitted By: Cynthia Rushing, Finance

Department: Finance

Information

ACTION REQUEST

Request the purchase of Administration fleet vehicles for FY25.

BACKGROUND (Brief Summary)

The Administration is restructuring our fleet vehicles to better and more efficiently serve our residents. We currently have four vehicles in the fleet, with plans to transfer two to the Fire Department and repurpose one as a reserve vehicle when a city staff vehicle is being serviced. By creating a standardized Admin fleet of Ford vehicles with consistent branding, our staff can maximize the use of a pool vehicle for City business. The commission approved the request to purchase four (4) vehicles in the FY25 Adopted Budget in the amount of \$155,000. The pricing of the vehicles was provided by Silesbee Ford in accordance with TIPS USA210907.

RECOMMENDATION

It is our recommendation that the Mayor and City Commission approve the purchase for the four (4) vehicles.

Fiscal Impact

Funds Available Y/N: y

Amount Requested: 155000

Source of Funds:

Account #: 601101-55010

Fiscal Impact:

The budget was approved for the purchase of four vehicles for FY25. Funding code is 602101-55010

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2024-156

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) ADMINISTRATION FLEET VEHICLES THROUGH TIPS USA210907; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Finance Department requests approval for the purchase of four (4) Ford vehicles for the Administration fleet; and

WHEREAS, we currently have four vehicles in the fleet, with plans to transfer two to the Fire Department and repurpose one as a reserve vehicle when a city staff vehicle is being serviced. By creating a standardized Admin fleet of Ford vehicles with consistent branding, our staff can maximize the use of a pool vehicle for City business; and

WHEREAS, the commission approved the request to purchase four (4) vehicles in the FY25 Adopted Budget in the amount of \$155,000. The pricing of the vehicles was provided by Silsbee Ford in accordance with TIPS USA210907.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of four (4) Ford vehicles for the Administration fleet for a total price, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 6th day of November 2024.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R9B	Base Vehicle Price (R9B)	\$29,995.00
Packages		
200A	Equipment Group 200A <i>Includes:</i> - Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic - Tires: 225/65R17 102H All Season BSW - Wheels: 17" Carbonized Gray-Painted Aluminum High gloss. - Cloth w/Easy-to-Clean Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual passenger (fore/aft with manual recline) seats.</i> - Radio: AM/FM Stereo <i>Includes 6 speakers and speed-compensated volume.</i> - SiriusXM <i>Includes a 3-month trial subscription. Service is not available in Alaska and Hawaii. All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of SiriusXM Radio Inc. and its respective subsidiaries.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 13.2" LCD capacitive touchscreen in center stack with swipe capability, cloud connected, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	N/C
Powertrain		
99N	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
448	Transmission: 8-Speed Automatic	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 102H All Season BSW	Included
STDWL	Wheels: 17" Carbonized Gray-Painted Aluminum	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

As Configured Vehicle (cont'd)

Code	Description	MSRP
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High gloss.

Seats & Seat Trim

Q	Cloth w/Easy-to-Clean Front Bucket Seats	Included
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Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual passenger (fore/aft with manual recline) seats.

Other Options

PAINT	Monotone Paint Application	STD
105WB	105.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

Includes 6 speakers and speed-compensated volume.

Includes:

- SiriusXM

Includes a 3-month trial subscription. Service is not available in Alaska and Hawaii. All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of SiriusXM Radio Inc. and its respective subsidiaries.

- SYNC 4 w/Enhanced Voice Recognition

Includes 13.2" LCD capacitive touchscreen in center stack with swipe capability, cloud connected, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.

Emissions

425	50-State Emissions System	N/C
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Available option on 1.5L EcoBoost engine (99N) for dealers located in federal/non-California emissions states for all order types (retail/stock/fleet).

Automatically added to 1.5L EcoBoost engine (99N) orders from dealers in the following California emissions states: California, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, New Jersey, New York, Nevada, Oregon, Pennsylvania, Rhode Island, Virginia, Vermont and Washington.

Exterior Color

YZ_01	Oxford White	N/C
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Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
QW_01	Medium Light Smoked Truffle w/Cloth w/Easy-to-Clean Front Bucket Seats	N/C
SUBTOTAL		\$29,995.00
Destination Charge		\$1,595.00
TOTAL		\$31,590.00

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Prepared by: Ed Miller
11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$29,995.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$31,590.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$1,593.00
Total		\$29,997.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Vehicle body length: 172.7"
- Vehicle body height: 70.2"
- Vehicle turning radius: 18.7'
- Rear track: 62.8"
- Interior rear cargo volume with seats folded: 65.2 cu.ft.
- Total passenger volume: 105.7 cu.ft.
- Headroom second-row: 41.7"
- Leg room second-row: 36.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 53.4"
- GCWR: 5,860 lbs.
- Vehicle body width: 74.3"
- Wheelbase: 105.1"
- Front track: 63.4"
- Interior rear cargo volume: 32.5 cu.ft.
- Max interior rear cargo volume: 65.2 cu.ft.
- Headroom first-row: 41.5"
- Leg room first-row: 42.4"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.2"

Powertrain

- Spark ignition system
- Engine cylinders: I-3
- Torque: 190 lb.-ft.@3000 RPM
- Auto stop-start engine
- 8-speed automatic
- Four-wheel drive
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Permanent locking hub control
- 1.5L I-3 port/direct injection, DOHC, variable valve control, intercooled turbo, engine with 181HP
- Horsepower: 181 HP@6000 RPM
- Radiator
- Terrain Management System with G.O.A.T. Modes driver selectable drivetrain mode
- Part and full-time 4WD
- Selectable Terrain Modes
- Easy Fuel capless fuel filler
- Electronic transfer case shift

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 25 mpg/29 mpg/26 mpg
- Fuel economy combined: 26 mpg
- Gasoline secondary fuel type
- Fuel economy city: 25 mpg
- Fuel economy highway: 29 mpg
- LEV3-SULEV30 emissions

Suspension and Handling

- HOSS 1.0 off-road ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- Front ventilated disc brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Short and long arm rear suspension
- Electric power-assist steering system
- Terrain Management System with G.O.A.T. Modes driver selectable steering effort
- Four channel ABS brakes
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Clearcoat paint
- Black bodyside cladding
- Black side window trim
- Black front bumper
- Grey grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- 17 x 7-inch front and rear grey aluminum wheels
- Roof rails
- Monotone paint
- Black wheel well trim
- Black door handles
- Black rear bumper
- Standard style side mirrors
- Conventional left rear passenger door
- Liftgate rear cargo door
- P225/65RH17 AS BSW front and rear tires

Convenience

- Front wireless smart device charging
- Keyfob activated door locks
- Auto-locking doors
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Driver foot rest
- Flip-up rear windshield
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Instrument panel bin
- Trip computer
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Intelligent Access proximity key with hands-free access and push button start
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Rear window defroster
- Fixed interval rear windshield wipers
- Standard glove box
- Driver and passenger door bins
- Rear beverage holders
- Retained accessory power
- Over the air updates

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

- PRND in IP

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Rear seats with manual fore and aft
- Rear bench seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- AM radio
- SiriusXM satellite radio
- Radio data system (RDS)
- Internet radio capability
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- 13.2 inch primary display
- SiriusXM AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Digital/analog instrumentation display
- Trip odometer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Driver information center
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 12.30
- Projector beam headlights
- Autolamp auto on/off headlight control
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- Illuminated ignition switch
- High mounted center stop light
- Fade interior courtesy lights
- In-dash clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Inclinator
- Deep tinted windows
- LED low and high beam headlights
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- LED daytime running lights
- LED brake lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 4 USB ports
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Lane Centering hands-on cruise control
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- FordPass Connect vehicle tracker
- Remote panic alarm
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Evasive Steering Assist evasion assist system

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Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

- Level 2 - partial automation SAE Autonomy
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- Tire mobility kit

Dimensions

General Weights

Curb weight	3,467 lbs.	GVWR	4,630 lbs.
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Trailing Weights

Conventional capacity	2,000 lbs.	GCWR	5,860 lbs.
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Off Road

Min ground clearance	7.8"	Max wading depth	17.7 "
Approach angle	21.7	Departure angle	30.4

Exterior Measurements

Vehicle body length	172.7"	Vehicle body width	74.3"
Vehicle body height	70.2"	Wheelbase	105.1"
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	18.7'		

Interior Measurements

Interior rear cargo volume	32.5 cu.ft.	Max interior rear cargo volume	65.2 cu.ft.
Interior rear cargo volume with seats folded	65.2 cu.ft.		

Interior Volume

Total passenger volume	105.7 cu.ft.
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Headroom

Headroom first-row	41.5"	Headroom second-row	41.7"
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Legroom

Leg room first-row	42.4"	Leg room second-row	36.9"
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Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
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Hip Room

Hip room first-row	55.2"	Hip room second-row	53.4"
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Powertrain

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Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Engine

Engine 1.5L I-3 port/direct injection, DOHC, variable valve control, intercooled turbo, engine with 181HP

Engine cylinders I-3

Ignition Spark ignition system

Engine block material Aluminum engine block

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Transverse mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 1.5L

Bore 3.31"

Compression ratio 11.0

cc 91.4 cu.in.

Stroke 3.54"

Engine Power

Horsepower 181 HP@6000 RPM

Torque 190 lb.-ft.@3000 RPM

Alternator

Alternator type Regular duty alternator

Battery

Battery type Lead acid battery

Battery run down protection Battery run down protection

Battery rating 760CCA

Engine Extras

Radiator Radiator

Drivetrain selectable Terrain Management System with G.O.A.T. Modes driver selectable drivetrain mode

Start-stop engine Auto stop-start engine

Transmission

Transmission 8-speed automatic

Overdrive transmission Overdrive transmission

First gear ratio 4.69

Third gear ratio 3.01

Fifth gear ratio 1.45

Reverse gear ratio 2.96

Eighth gear ratio 0.62

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 3.31

Fourth gear ratio 1.92

Sixth gear ratio 1

Seventh gear ratio 0.75

Selectable mode transmission Terrain Management System with G.O.A.T. Modes selectable mode transmission

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Drive Type

4WD type Part and full-time 4WD

Drive type Four-wheel drive

Drivetrain

Axle ratio 3.8

Exhaust

Tailpipe Stainless steel quasi-dual exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 16.01 gal.

Performance

Performance acceleration 8.25s

Performance quarter mile time 15.95s

Performance quarter mile speed 84.7 mph

Lateral acceleration (g)8g

Slalom speed 58.8 mph

Drive Feature

Traction control All-speed ABS and driveline traction control

Locking hub control Permanent locking hub control

Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Fuel economy combined 26 mpg

Fuel economy city 25 mpg

Fuel economy highway 29 mpg

Fuel economy (city/highway/combined) 25 mpg/29 mpg/26 mpg

Fuel economy status Previous year fuel economy status

Emissions

Emissions LEV3-SULEV30 emissions

Emissions tiers Tier 3 Bin 30 emissions

Green Values

Greenhouse gas score 5.00 GG

Energy Impact Score (Barrels per year) 11.4

Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 6.9

Suspension and Handling

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Suspension

Suspension HOSS 1.0 off-road ride suspension

Rear shock absorbers Gas-pressurized rear shock absorbers

Front shock absorbers Gas-pressurized front shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Ventilated brakes Front ventilated disc brakes

Electronic parking brake Electronic parking brake

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Short and long arm rear suspension

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system

Speed sensitive steering Speed sensitive power steering

Steering type Rack-pinion steering

Driver selectable steering effort Terrain

Management System with G.O.A.T. Modes driver selectable steering effort

Steering type number of wheels 2-wheel steering system

Exterior

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Front Wheels

Front wheels diameter 17" Front wheels width 7"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7"

Front And Rear Wheels

Appearance grey Material aluminum

Front Tires

Aspect 65 Diameter 17"
Sidewalls BSW Speed H
Tread AS Type P
Width 225mm

Rear Tires

Aspect 65 Diameter 17"
Sidewalls BSW Speed H
Tread AS Type P
Width 225mm

Body Exterior

Exterior Features

Number of doors 4 doors

Body

Body panels Fully galvanized steel body panels with side impact beams

Convenience

Technology

Wireless device charging Front wireless smart device charging

Door Locks

Door locks Power door locks with 2 stage unlocking Fob engine controls Intelligent Access proximity key with hands-free access and push button start
Keyfob door locks Keyfob activated door locks All-in-one key All-in-one remote fob and ignition key
Auto door locks Auto-locking doors Tailgate control Power tailgate/rear door lock

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11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Adaptive cruise control ... Adaptive Cruise Control with Stop-and-Go

Key Fob Controls

Keyfob cargo controls Keyfob trunk control

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror ... Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Cargo tie downs Cargo area tie downs
Concealed cargo storage Cargo area concealed storage

Cargo light Cargo area light

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear window defroster Rear window defroster
Rear windshield wipers Fixed interval rear windshield wipers

Rear windshield Flip-up rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Standard glove box

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP
Over the air updates Over the air updates

Comfort

Climate Control

Climate control Automatic climate control
Voice activated climate control Voice-activated climate control
Rear console climate control ducts Rear console climate control ducts

Cabin air filter Cabin air filter
Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Door Trim

Door panel insert... Metal-look door panel insert

Floor Trim

Floor covering... Full carpet floor covering

Floor mats... Carpet front floor mats

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Cloth rear seat upholstery

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material... Urethane steering wheel

Steering wheel telescopic... Manual telescopic steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity... 5

Front Seats

Driver seat direction... Driver seat with 6-way directional controls

Driver seat fore/aft control... Manual driver seat fore/aft control

Split front seats... Bucket front seats

Passenger seat fore/aft control... Manual passenger seat fore/aft control

Front head restraint control... Manual front seat head restraint control

Reclining driver seat... Manual reclining driver seat

Height adjustable driver seat... Manual height adjustable driver seat

Passenger seat direction... Front passenger seat with 4-way directional controls

Reclining passenger seat... Manual reclining passenger seat

Front head restraints... Height adjustable front seat head restraints

Armrests front center... Front seat center armrest

Rear Seats

Bench seats... Rear bench seat

Folding second-row seats... 60-40 folding rear seats

Rear seat direction... Front facing rear seat

Fore and aft seat... Rear seats with manual fore and aft

Rear seats fixed or removable... Fixed rear seats

Reclining second-row rear seats... Manual reclining rear seats

Rear seat folding position... Fold forward rear seatback

Rear head restraints... Height adjustable rear seat head restraints

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Rear head restraint control Manual rear seat head restraint control

Armrests rear Rear seat center armrest

Number of rear head restraints ... 3 rear seat head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery ... Cloth front seatback upholstery

Interior Accents

Interior accents Metal-look interior accents

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size ... 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

RDS Radio data system (RDS)

Seek scan Seek scan

Internet radio capability .. Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 voice activated audio controls

Speed sensitive volume. Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges. Configurable instrumentation gauges

Instrumentation Displays

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Speedometer . . . Redundant digital speedometer

Driver information center Driver information center

Compass Compass

Temperature display Exterior temperature display

Clock In-dash clock

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Tachometer Tachometer
Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Inclinometer Inclinometer
Gauge cluster display size (inches) 12.30

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Bulb warning Bulb failure warning
Trunk warning Rear cargo ajar warning

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Door ajar warning Door ajar warning
Service interval warning Intelligent Oil-Life Monitor service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Transmission fluid temperature warning Transmission fluid temp warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control
Auto high-beam headlights Auto High Beam auto high-beam headlights

Headlight type Projector beam headlights
Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Illuminated entry Illuminated entry

Illuminated ignition switch Illuminated ignition switch

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Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Variable panel light Variable instrument panel light

Rear reading lights Rear reading lights

Lights

Running lights LED daytime running lights

LED brake lights LED brake lights

Front reading lights Front reading lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

USB Ports

USB ports 4 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

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Price Level: 525 | Quote ID: txcty25r9b

Selected Equip & Specs (cont'd)

Vehicle tracker FordPass Connect vehicle tracker

Security system Security system

Active Driving Assistance

Lane departure Lane-Keeping System

Blind spot BLIS (Blind Spot Information System)

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Rear collision warning Rear Cross-Traffic Braking collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Evasion assist system Evasive Steering Assist evasion assist system

Autonomous cruise control Lane Centering hands-on cruise control

SAE Autonomy Level 2 - partial automation SAE Autonomy

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors Rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door locks

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2025 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 525 | Quote ID: txcty25r9b

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K7D	Base Vehicle Price (K7D)	\$39,855.00
Packages		
200A	Equipment Group 200A Standard Package <i>Includes:</i> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - 3.58 Non-Limited Slip Rear Axle - Tires: P255/65R18 AS BSW <i>Includes mini spare.</i> - Wheels: 18" Sparkle Silver-Painted Aluminum - Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i> - Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at *****.siriuxm.com/ ***.siriuxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriuxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i>	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited Slip Rear Axle	Included
Wheels & Tires		
STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included

Seats & Seat Trim

8	Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at www.siriusxm.com/ or www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit <http://www.siriusxm.com/FAQS> for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

16A	Front & 2nd Rows Floor Liners w/o Carpet Floor Mats <i>Deletes standard carpet floor mats.</i>	\$160.00
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Emissions

425	50 State Emissions System	STD
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Interior Color

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11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

As Configured Vehicle (cont'd)

Code	Description	MSRP
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	N/C
Fleet Options		
YZ_02	Oxford White	N/C
Upfit Options		
BuyBoard	GOOD BUY CONTRACT <i>CONTRACT 724-23</i>	\$300.00
SUBTOTAL		\$40,315.00
Destination Charge		\$1,595.00
TOTAL		\$41,910.00

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$39,855.00
Options	\$160.00
Colors	\$0.00
Upfitting	\$300.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$41,910.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$1,932.00
Total		\$39,978.00

Customer Signature

Acceptance Date

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,300 lbs.
- Front brake diameter: 13.6"
- Vehicle body length: 198.8"
- Vehicle body height: 69.6"
- Turning radius (to curb): 19.4'
- Rear track: 66.9"
- Interior rear cargo volume with seats folded: 46.0 cu.ft.
- Headroom first-row: 40.7"
- Headroom third-row: 38.9"
- Leg room second-row: 39.0"
- Shoulder room first-row: 62.1"
- Shoulder room third-row: 54.6"
- Hip room second-row: 59.1"
- GCWR: 10,000 lbs.
- Rear brake diameter: 12.6"
- Vehicle body width: 78.9"
- Wheelbase: 119.1"
- Front track: 66.9"
- Interior rear cargo volume: 16.3 cu.ft.
- Total passenger volume: 152.9 cu.ft.
- Headroom second-row: 40.5"
- Leg room first-row: 43.0"
- Leg room third-row: 32.2"
- Shoulder room second-row: 61.9"
- Hip room first-row: 59.2"
- Hip room third-row: 40.9"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 310 lb.-ft.@3500 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: premium unleaded
- All-speed ABS and driveline traction control
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP
- Horsepower: 300 HP@5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 21 mpg/28 mpg/24 mpg
- Fuel economy combined: 24 mpg
- Gasoline secondary fuel type
- Fuel economy city: 21 mpg
- Fuel economy highway: 28 mpg
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Multi-link rear suspension
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- Trailer wiring harness
- Roof rails
- Monotone paint
- Black wheel well trim
- Black door handles
- Black rear window trim
- Body-coloured rear bumper
- Black rear bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P255/65RH18 AS BSW front and rear tires
- 4 doors
- Clearcoat paint
- Black bodyside cladding
- Black side window trim
- Black windshield trim
- Body-coloured front bumper
- Metal-look front bumper insert
- Black grille with chrome accents
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7.5-inch front and rear silver aluminum wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Adaptive cruise control with stop and go
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Driver foot rest
- Heated rear wiper park
- Fixed rear windshield
- Front beverage holders
- 10 beverage holders
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Rear window defroster
- Fixed interval rear windshield wipers
- Locking glove box
- 2 seatback storage pockets

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Selected Equip & Specs (cont'd)

- Driver and passenger door bins
- Rear beverage holders
- Trip computer
- PRND in IP
- Rear door bins
- Retained accessory power
- Over the air updates

Comfort

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Rear headliner/pillar climate control ducts
- Full headliner coverage
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Manual tilting steering wheel
- Dual-zone front climate control
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material
- Cloth door trim insert
- * **Rubber front and rear floor mats**
- Cloth rear seat upholstery
- Cloth rear seat upholstery
- Leather steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Power height adjustable control passenger seat
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Driver seat with 2-way power lumbar
- Heated driver and front passenger seats
- 50-50 folding third-row passenger seat
- Manual fold into floor third-row seat
- Manual third-row head restraint control
- Third-row bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Power passenger seat fore/aft control
- Second-row captains' chairs
- Height adjustable rear seat head restraints
- Cloth front seat upholstery
- Fixed third-row seats
- Front facing third-row seat
- Height adjustable third-row head restraints
- 2 third-row head restraints
- Piano black console insert

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- 13.2 inch primary display
- SiriusXM AM/FM/Satellite radio
- In-vehicle audio

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Selected Equip & Specs (cont'd)

- AM radio
- SiriusXM satellite radio
- External memory control
- Internet radio capability
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- FM radio
- Seek scan
- Internal storage capability
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 3 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- ECO feedback display gauge
- Tachometer
- Oil level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- Illuminated ignition switch
- High mounted center stop light
- LED brake lights
- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- Driver information center
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 12.30
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- LED daytime running lights
- Remote activated perimeter approach lighting with puddle lights
- Fade interior courtesy lights

Technology and Telematics

- 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 8 USB ports

Safety and Security

- Driver front impact airbag
- Seat mounted side impact driver airbag

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver and passenger side knee airbag
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- External exit warning system
- MyKey restricted driving mode
- Front cross traffic mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Passenger front impact airbag
- Airbag occupancy sensor
- 8 airbags
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Lane Keeping Alert
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- Evasive Steering Assist evasion assist system
- Level 2 - partial automation SAE Autonomy
- Rear camera with washer
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

Curb weight 4,344 lbs.

Trailing Weights

Conventional capacity 5,300 lbs.

GCWR 10,000 lbs.

Off Road

Min ground clearance 7.6"

Approach angle 20.1

Loading floor height 32.8 "

Departure angle 22.0

Exterior Measurements

Vehicle body length 198.8"

Vehicle body height 69.6"

Front brake diameter 13.6"

Front track 66.9"

Turning radius (to curb) 19.4'

Vehicle body width 78.9"

Wheelbase 119.1"

Rear brake diameter 12.6"

Rear track 66.9"

Interior Measurements

Interior rear cargo volume 16.3 cu.ft.

Interior cargo length 84.1 "

Interior cargo area max width 64.5 "

Length to rear seat 49.8 "

Interior cargo area height 32.8 "

Interior cargo area min width 47.6 "

Interior rear cargo volume with seats folded 46.0 cu.ft.

Length to 3rd row seat 20.8 "

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Selected Equip & Specs (cont'd)

Interior Volume

Total passenger volume 152.9 cu.ft.

Headroom

Headroom first-row 40.7" Headroom second-row 40.5"

Headroom third-row 38.9"

Legroom

Leg room first-row 43.0" Leg room second-row 39.0"

Leg room third-row 32.2"

Shoulder Room

Shoulder room first-row 62.1" Shoulder room second-row 61.9"

Shoulder room third-row 54.6"

Hip Room

Hip room first-row 59.2" Hip room second-row 59.1"

Hip room third-row 40.9"

Powertrain

Engine

Engine EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP Valves per cylinder 4

Engine cylinders I-4 Engine location Front mounted engine

Ignition Spark ignition system Engine mounting direction Longitudinal mounted engine

Engine block material Aluminum engine block Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 2.3L cc 140 cu.in.

Bore 3.44" Stroke 3.7"

Compression ratio 10.0 SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 300 HP@5500 RPM Torque 310 lb.-ft.@3500 RPM

Alternator

Alternator type Regenerative alternator

Battery

Battery type Lead acid battery Battery run down protection Battery run down protection

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Selected Equip & Specs (cont'd)

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable mode	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.714	Second gear ratio	2.997
Third gear ratio	2.149	Fourth gear ratio	1.769
Fifth gear ratio	1.521	Sixth gear ratio	1.275
Reverse gear ratio	4.885	Seventh gear ratio	1
Eighth gear ratio	0.853	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Terrain Management System selectable mode transmission

Drive Type

Drive type

Rear-wheel drive

Drivetrain

Axle ratio

3.58

Exhaust

Tailpipe

Stainless steel quasi-dual exhaust

Fuel

Fuel type

premium unleaded

Fuel Tank

Capless fuel filler	Easy Fuel capless fuel filler	Fuel tank capacity	18.60 gal.
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Drive Feature

Traction control

All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	24 mpg
Fuel economy city	21 mpg	Fuel economy highway	28 mpg

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Selected Equip & Specs (cont'd)

Fuel economy (city/highway/combined) .21 mpg/28 mpg/24 mpg

Emissions

Emissions LEV3-ULEV50 emissions

Emissions tiers Tier 3 Bin 50 emissions

Green Values

Energy Impact Score (Barrels per year) 12.4

Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 7.4

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Multi-link rear suspension

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Selected Equip & Specs (cont'd)

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system
Speed sensitive steering .. Speed sensitive power steering
Steering type number of wheels .. 2-wheel steering system

Steering type Rack-pinion steering
Driver selectable steering effort .. Driver selectable steering effort

Exterior

Front Wheels

Front wheels diameter 18"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver

Material aluminum

Front Tires

Aspect 65
Sidewalls BSW
Tread AS
Width 255mm

Diameter 18"
Speed H
Type P

Rear Tires

Aspect 65
Sidewalls BSW
Tread AS
Width 255mm

Diameter 18"
Speed H
Type P

Body Exterior

Trailer

Towing capability Trailer towing capability
Towing hitch Trailer hitch
Towing trailer sway Trailer sway control

Towing class Class III tow rating
Towing wiring harness Trailer wiring harness
Trailer light malfunction warning Trailer light malfunction warning

Exterior Features

Number of doors 4 doors

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Selected Equip & Specs (cont'd)

Body

Body panels... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire... Compact spare tire with steel wheel

Spare tire location... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler... Rear lip spoiler

Convenience

Door Locks

Door locks... Power door locks with 2 stage unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one key... All-in-one remote fob and ignition key

Auto door locks... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control... Cruise control with steering wheel mounted controls

Adaptive cruise control... Adaptive cruise control with stop and go

Key Fob Controls

Keyfob cargo controls... Keyfob trunk control

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror... Day/Night rearview mirror

Exterior Mirrors

Door mirrors... Power door mirrors

Folding door mirrors... Manual folding door mirrors

Heated door mirrors... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows... Power first-row windows

Floor Console

Floor console... Full floor console

Floor console storage... Covered floor console storage

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Selected Equip & Specs (cont'd)

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

Power Outlets

12V power outlets 4 12V power outlets

Cargo Features

Trunk hatch Trunk/hatch auto-latching

Cargo tie downs Cargo area tie downs

Cargo light Cargo area light

Concealed cargo storage .. Cargo area concealed storage

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Remote Releases

Cargo access Power cargo area access release

Rear Windshield

Rear window defroster Rear window defroster

Rear windshield Fixed rear windshield

Rear windshield wipers Fixed interval rear windshield wipers

Heated wiper area Heated rear wiper park

Storage

Door bins front Driver and passenger door bins

Door bins rear Rear door bins

Number of beverage holders 10 beverage holders

Beverage holders Front beverage holders

Beverage holders rear Rear beverage holders

Glove box Locking glove box

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Prepared by: Ed Miller

11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Seatback storage pockets 2 seatback storage pockets

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer

PRND in IP PRND in IP

Accessory power Retained accessory power

Over the air updates Over the air updates

Comfort

Climate Control

Climate control Automatic climate control

Rear headliner/pillar ducts Rear headliner/pillar climate control ducts

Dual-zone front climate control Dual-zone front climate control

Cabin air filter Cabin air filter

Rear climate control Rear climate control system with separate controls

Voice activated climate control Voice-activated climate control

Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door trim insert Cloth door trim insert

Door panel insert Piano black and metal-look door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor coverage Full floor coverage

* **Floor mats Rubber front and rear floor mats**

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Third-Row Seat Trim

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11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Third-row seat upholstery Cloth rear seat upholstery

Third-row seatback upholstery Carpet third-row seatback upholstery

Steering Wheel

Steering wheel material Leather steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Height adjustable driver seat Power height adjustable driver seat

Driver seat fore/aft control Power driver seat fore/aft control

Driver seat cushion tilt Power driver seat cushion tilt

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats Bucket front seats

Reclining passenger seat Manual reclining passenger seat

Height adjustable passenger seat Power height adjustable control passenger seat

Passenger seat fore/aft control Power passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Reclining driver seat Power reclining driver seat

Rear Seats

Second-row seats Second-row captains' chairs

Rear seats fixed or removable Fixed second-row seats

Reclining second-row rear seats Manual reclining second-row seats

Rear seat direction Front facing rear seat

Rear seat folding position Fold forward second-row seatback

Fore and aft seat Second-row seats with manual fore and aft

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 2 rear seat head restraints

Armrests rear mounted Second-row outboard-only mounted armrests

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Heated Front Seats

Heated front seats Heated driver and front passenger seats

Third-Row Seats

Bench seats Third-row bench seat

Third-row seat fixed or removable Fixed third-row seats

Third-row seats folding 50-50 folding third-row passenger seat

Third-row head restraint control Manual third-row head restraint control

Third-row seat facing Front facing third-row seat

Third-row fold into floor seats Manual fold into floor third-row seat

Third-row head restraints Height adjustable third-row head restraints

Third-row head restraint number 2 third-row head restraints

Interior Accents

Interior accents Chrome and metal-look interior accents

Console Trim

Console insert material Piano black console insert

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

Primary display size 13.2 inch primary display

Radio Features

Internal storage Internal storage capability
Seek scan Seek scan

External memory External memory control
Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

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Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Voice activated audio ... SYNC 3 voice activated audio controls

Wireless streaming ... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Piano black and metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer

Instrumentation display ... Digital/analog instrumentation display

Configurable instrumentation gauges ... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ... Exterior temperature display

Driver information center ... Driver information center

Clock ... In-radio display clock

Compass ... Compass

Eco feedback ... ECO feedback display gauge

Instrumentation Gauges

Tachometer ... Tachometer
Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge

Oil level gauge ... Oil level gauge
Gauge cluster display size (inches) ... 12.30

Instrumentation Warnings

Engine temperature warning ... Engine temperature warning

Oil pressure warning ... Oil pressure warning

Low fuel warning ... Low fuel warning

Low washer fluid warning ... Low washer fluid warning

Low brake fluid warning ... Low brake fluid warning

Battery charge warning ... Battery charge warning

Headlights on reminder ... Headlights on reminder

Key in vehicle warning ... Key in vehicle warning

Bulb warning ... Bulb failure warning

Door ajar warning ... Door ajar warning

Trunk warning ... Rear cargo ajar warning

Service interval warning ... Intelligent Oil-Life Monitor service interval indicator

Low tire pressure warning ... Tire specific low air pressure warning

Transmission fluid temperature warning ... Transmission fluid temp warning

Glass

Tinted windows ... Deep tinted windows

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Headlights

Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Illuminated entry Illuminated entry

Illuminated ignition switch Illuminated ignition switch

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights LED daytime running lights

Interior courtesy lights Fade interior courtesy lights

LED brake lights LED brake lights

High mount stop light High mounted center stop light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Smart device integration Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 8 USB ports

Safety and Security

Airbags

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2025 Explorer 4dr 4x2 Active (K7D)

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Selected Equip & Specs (cont'd)

Front impact airbag driver..... Driver front impact airbag	Number of airbags..... 8 airbags
Front impact airbag passenger..... Passenger front impact airbag	Knee airbag... Driver and passenger side knee airbag
Front side impact airbag driver..... Seat mounted side impact driver airbag	Front side impact airbag passenger..... Seat mounted side impact front passenger airbag
Occupancy sensor..... Airbag occupancy sensor	Overhead airbags..... Safety Canopy System curtain first, second and third-row overhead airbags

Seatbelts

Height adjustable seatbelts..... Front height adjustable seatbelts	Seatbelt pretensioners..... Front seatbelt pretensioners
Seatbelt pretensioners number..... 2 seatbelt pretensioners	

Security System

Immobilizer..... SecuriLock immobilizer	Remote panic alarm..... Remote panic alarm
---	--

Active Driving Assistance

Lane departure..... Lane Keeping Alert	Exit warning..... External exit warning system
Blind spot..... BLIS (Blind Spot Information System)	Forward collision warning..... Pre-Collision Assist with Pedestrian Detection
Rear collision warning..... Rear Cross-Traffic Braking collision mitigation	Pedestrian detection..... Pre-Collision Assist with Pedestrian Detection
Driver attention monitor..... Driver Alert	Distance alert..... Following distance alert
Evasion assist system..... Evasive Steering Assist evasion assist system	Restricted driving mode..... MyKey restricted driving mode
SAE Autonomy..... Level 2 - partial automation SAE Autonomy	Front cross traffic warning..... Front cross traffic mitigation

Cameras

Rear camera..... Rear camera with washer
--

Traction Control

Electronic stability control..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors..... Reverse Sensing System rear parking sensors
--

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Selected Equip & Specs (cont'd)

Occupant Safety

Child door locks... Manual rear child safety door locks

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2025 Explorer 4dr 4x2 Active (K7D)

Price Level: 545 | Quote ID: txcty25k7d

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Accessories Warranty

Accessories warranty 36 months/36,000 miles

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11/04/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 Expedition 4dr 4x2 XLT (U1H)

Price Level: 435 | Quote ID: txcty25u1h

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U1H	Base Vehicle Price (U1H)	\$59,695.00
Packages		
200A	Equipment Group 200A Standard Package <i>Includes:</i> - Engine: 3.5L EcoBoost V6 - Transmission: 10-Speed Automatic w/SelectShift - 3.31 Axle Ratio - GVWR: 7,200 lbs - Tires: P275/65R18 AT - Wheels: 18" Machined-Face Aluminum <i>Includes magnetic-painted pockets.</i> - Cloth Front Captain's Chairs <i>8-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline, lumbar) and 2-way manually adjustable head restraints.</i> - Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers, connected navigation with 1-year trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search.</i> - SiriusXM w/360L <i>Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	N/C
Powertrain		
998	Engine: 3.5L EcoBoost V6	Included
44U	Transmission: 10-Speed Automatic w/SelectShift	Included
X15	3.31 Axle Ratio	Included

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2024 Expedition 4dr 4x2 XLT (U1H)

Price Level: 435 | Quote ID: txcty25u1h

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDGV	GVWR: 7,200 lbs	Included
Wheels & Tires		
STDTR	Tires: P275/65R18 AT	Included
STDWL	Wheels: 18" Machined-Face Aluminum <i>Includes magnetic-painted pockets.</i>	Included
Seats & Seat Trim		
B	Cloth Front Captain's Chairs <i>8-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline, lumbar) and 2-way manually adjustable head restraints.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
122WB	122" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers, connected navigation with 1-year trial, pinch-to-zoom capability, live traffic, predictive destinations and route guidance and one box search.</i> <i>Includes:</i> - SiriusXM w/360L <i>Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	Included
47C	1st & 2nd Row Floor Liners w/o Carpet Mats <i>Deletes standard color-keyed carpet floor mats - front and second rows.</i>	\$160.00

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Price Level: 435 | Quote ID: txcty25u1h

As Configured Vehicle (cont'd)

Code	Description	MSRP
Emissions		
425	50 States Emissions System	STD
Exterior Color		
UM_03	Agate Black Metallic	N/C
Interior Color		
BH_01	Black Onyx w/Cloth Front Captain's Chairs	N/C
Upfit Options		
BuyBoard	Buy Board Fee CONTRACT 724-23 <i>CONTRACT 724-23</i>	\$400.00
09 price increa	2025 price increase	\$1,000.00
SUBTOTAL		\$61,255.00
Destination Charge		\$1,995.00
TOTAL		\$63,250.00

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2024 Expedition 4dr 4x2 XLT (U1H)

Price Level: 435 | Quote ID: txcty25u1h

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$59,695.00
Options	\$160.00
Colors	\$0.00
Upfitting	\$1,400.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$63,250.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$5,574.00
Total		\$57,676.00

Customer Signature

Acceptance Date

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2024 Expedition 4dr 4x2 XLT (U1H)

Price Level: 435 | Quote ID: txcty25u1h

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/06/2024

Consider and take action on the second reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the second reading of Ordinance No. 2024-26 for recommended speed zones for FM 646 as recommended by TxDOT on the basis of an engineering and traffic investigation. (City Engineer)

BACKGROUND (Brief Summary)

On the basis of an engineering and traffic investigation, TxDOT recommends the following speed limits be fixed by ordinance for vehicles traveling on the named streets and highways, to wit:

Along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles, the speed limit shall be 50 mph.

RECOMMENDATION

Upon review of the engineering and traffic investigation by an independent professional traffic operations engineer (P.T.O.E.) the City Engineer recommends approval of the TxDOT recommended speed limits indicated for vehicles traveling upon the named streets and highways.

Fiscal Impact

Attachments

FM 646 Speed Concurrence Letter
Ordinance

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

October 7, 2024

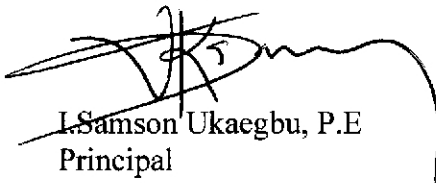
Kim Golden, P.E.
City Engineer
City of Texas City, Texas
7800 Emmett F Lowry Expy.
Texas City, Texas 77591

Re: Speed Zone Study along FM 646 within the City of Texas.

Dear Ms Golden,

Traff Data and Associates, Inc have completed a review and investigation of the speed zone study as presented by the Texas Department of Transportation (TXDOT) along FM 646 within the City of Texas City. This review and investigation indicates that we are in concurrence with the Zone Strip Maps number 5430 A and 5433 A as presented by TxDOT.

Respectfully submitted,



I. Samson Ukaegbu, P.E.
Principal
Traff Data & Associate, Inc.
9894 Bissonnet, Suite 640
Houston, Texas 77036

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

September 13, 2024

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

9489 0090 0027 6427 0528 26

**RE: Second Request for City Speed Zone Ordinance
City of Texas City
Galveston County
FM 646**

Dear Mayor Johnson:

In reviewing our records, we noticed that we have not received response from your office concerning the above-mentioned subject. I am wondering if our correspondence failed to reach you, so I am enclosing copies of the original correspondence.

TxDOT is required to make every effort to secure the cooperation of the city so that the zones will be set by city ordinance. If you concur with the recommended speed zone, please furnish this office with a copy of your executed ordinance in a timely manner.

Should you have questions, you may contact Mr. Roberto Lewis at (713) 802-5046.

Sincerely,

Sylvester E. Onwas, P.E.
District Traffic Engineer
Houston District

Attachments

CC: Roberto V. Lewis, MBA – Transportation Specialist IV, Houston District, TxDOT





Texas Department of Transportation

P.O. BOX 1386, HOUSTON, TEXAS 77007-1386 | 713-802-5000 | WWW.TXDOT.GOV

August 1, 2023

The Honorable Dedrick Johnson, Sr.
Mayor
City of Texas City
1801 9th Avenue North
Texas City, Texas 77590

RE: Request City Ordinance: Speed Zone – FM 646– Galveston County

Dear Mayor Johnson:

Our office has completed a Speed Zone Study along FM 646 within the city limits of Texas City.

Attached you will find Speed Zone Strip Maps numbered 5430 A , 5433 A, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along FM 646.

If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Mr. Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Rhomari Leigh – City Secretary
Gaurang S. Pandit, P.E.

SPEED ZONE ORDINANCE # _____

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXAS, TEXAS:

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along **FM 646** from the West City limit of City of Texas to East City limit of City of Texas, a distance of approximately 1.294 miles, the speed limit shall be 50 MPH.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

PASSED AND APPROVED THIS _____ day of _____, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTIONS 545.356 AND 545.353 OF THE TEXAS TRANSPORTATION CODE, ON CERTAIN STREETS AND HIGHWAYS OR PARTS THEREOF WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXAS CITY, AS SET OUT IN THIS ORDINANCE, TO WIT: SPEED ZONES FOR FM 646 AS RECOMMENDED BY TXDOT ON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION; PROVIDING A PENALTY NOT TO EXCEED \$1000.00 FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356, Texas Transportation Code, provides that whenever the governing body of the City shall determine, upon the basis of an engineering and traffic investigation, that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the Texas Department of Transportation conducted a speed zone study and recommends speed limits to be altered along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles; and,

WHEREAS, the City Commission of the City of Texas City agrees it is in the best interest of the citizens of Texas City to determine and declare such designated areas as suggested by the Texas Department of Transportation as outlined in “**Exhibit A**”.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: Upon the basis of the Texas Department of Transportation speed zone study made as authorized by the provisions of section 545.356 of the Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (1) Along FM 646 from the west City limit of the City of Texas City to the east City limit of the City of Texas City, a distance of approximately 1.294 miles, the speed limit shall be 50 mph.

SECTION 2: Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not more than One Thousands Dollars (\$1000.00).

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 4: That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

SECTION 5: That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED ON FIRST READING this 16th day of October 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED ON SECOND READING this 6th day of November 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED AND FINALLY ADOPTED this 20th day of November 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 11/06/2024

Chapter 37, Section 16 - Signatures and seals: electronic, digital, and facsimile.

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Authorize the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policies.

BACKGROUND (Brief Summary)

Except for Resolutions, Ordinances, Minutes and some contracts, which will still require wet signatures, E-signatures offer convenience, efficiency, and environmental benefits such as reducing paper in circulation. They are also helpful in conducting City business in emergencies. Currently, staff members and contractors use e-signatures through Docu-Sign and PDF Signature, but the City has not legally recognized that as a way to transact business. The addition to the Texas City Code of Ordinance will read as follows:

Signatures and seals: electronic, digital, and facsimile.

(a) Signatures.

(1) Authorization.

The City Commission authorizes the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policy, and state, federal, or other law, as may be amended.

(b) Seals.

(1) Notary public seal of office and other professional seals.

The City Commission authorizes the use and acceptance of an electronic, digital, or facsimile notary public seal of office ("notary seal"), and other professional seals for city electronic transactions, relating to business, commercial, or governmental affairs, in accordance with the city's rules and state law, as may be amended.

(2) City corporate seal.

The City Commission authorizes the use of an electronic, digital, or facsimile corporate seal ("city seal") by the city secretary or his/her designee for electronic transactions, relating to business, commercial, or governmental affairs, in accordance with the city charter, the city's policies, and state law, as may be amended.

RECOMMENDATION

Staff recommends the use and acceptance of electronic, digital, or facsimile signatures for city transactions, relating to business, commercial, or governmental affairs, in accordance with the city's policies.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2024-27

AN ORDINANCE AMENDING THE TEXAS CITY CODE OF ORDINANCE TITLE III ENTITLED "ADMINISTRATION," CHAPTER 37, ADDING SECTION 16 - SIGNATURES AND SEALS: ELECTRONIC, DIGITAL, AND FACSIMILE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS FINAL PASSAGE AND ADOPTION.

WHEREAS, except for Resolutions, Ordinances, Minutes and some contracts, which will still require wet signatures, E-signatures offer convenience, efficiency, and environmental benefits such as reducing paper in circulation.; and

WHEREAS, they are also helpful in conducting City business in emergencies. Currently, staff members and contractors use e-signatures through Docu-Sign and PDF Signature, but the City has not legally recognized that as a way to transact business; and

WHEREAS, the addition to the Texas City Code of Ordinance will read as follows:

Signatures and seals: electronic, digital, and facsimile.

(a) Signatures.

(1) Authorization.

The City Commission authorizes the use and acceptance of electronic, digital, or facsimile signatures for city transactions relating to business, commercial, or governmental affairs in accordance with the city's policy and state, federal, or other law, as may be amended.

(b) Seals.

(1) Notary public seal of office and other professional seals.

The City Commission authorizes the use and acceptance of an electronic, digital, or facsimile notary public seal of office ("notary seal") and other professional seals for city electronic transactions relating to business, commercial, or governmental affairs in accordance with the city's rules and state law, as may be amended.

(2) City corporate seal.

The City Commission authorizes the use of an electronic, digital, or facsimile corporate seal ("city seal") by the city secretary or his/her designee for electronic transactions relating to business, commercial, or governmental affairs, in accordance with the city charter, the city's policies, and state law, as may be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 3: That this Ordinance shall be passed and adopted on the date of its final third reading and passage and shall become effective from and after its passage and adoption.

PASSED ON FIRST READING this 6th day of November 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED ON SECOND READING this 20th day of November 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

PASSED AND FINALLY ADOPTED this 4th day of December 2024.

Dedrick D. Johnson, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney